

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. October 28, 2008

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on October 21, 2008 and special meeting on October 23, 2008

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. CONSENT PLANNING AGENDA

1. *ZON2008-00047-City zone change from SF-5 Single-family Residential ("SF-5") to LI Limited Industrial ("LI"); generally located south and east of the intersection of Walker Street and Sabin Avenue.
(District IV)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; OR 2) Return the application to the MAPC for reconsideration.

2. *ZON2008-00048 – City zone change from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") with a Protective Overlay; generally located at the northeast corner of the intersection of K-15 and 31st Street South. (District III)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; OR 2) Return the application to the MAPC for reconsideration.

3. *VAC2008-00023 Request to vacate multiple easements and a portion of public right-of-way; generally located on the northwest corner of Seneca Street and Douglas Avenue. (District IV)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA

1. *Tenant Facility Improvements, 1761 Airport Road Roof and HVAC.

RECOMMENDED ACTION: Approve the budget adjustments.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

- 1.

RECOMMENDED ACTION: Approve the Appointments

XII. CONSENT AGENDA

1. Report of Board of Bids and Contracts dated October 27, 2008. (See attached)

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

2. Applications for Licenses:

None

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2008</u>	<u>(Consumption on Premises)</u>
Steven Blaske	MacDonald Municipal Golf Course*	840 North Yale
German Granados	Usuluteco Restaurant*	1714 East Northern

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates: (See attached)

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

None

6. Deeds and Easements:

None

7. Statement of Costs:

None

8. Consideration of Street Closures/Uses.

- a. Turkey Trot, Saturday November 22, 2008 8:00 - 11:00 am, Sim Park. (District VI)
Sim Park Drive West entrance of Cowtown
Amidon, Murdock to West entrance of Cowtown
Amidon, Murdock to 12th Street North, one lane

RECOMMENDED ACTION: Approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; 3) Certificate of Liability Insurance on file with the Community Events Coordinator.

- b. Street Closure: Washington at First Street. (District I)

RECOMMENDED ACTION: Approve street closure.

9. Agreements/Contracts:

- a. Right-of-Way Agreement, Kansas Department of Transportation.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

10. Design Services Agreement:

- a. Bike Path along I-135 to K-96, McAdams. (District I)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

11. Change Orders:

None

12. Property Acquisitions:

- a. Acquisition of Pumping Station Site for Integrated Local Water Supply Plan. (County)
b. Partial Acquisition of 11417 West Kellogg for the Lateral 23, Main 13 Southwest Interceptor Sewer Project at West Kellogg and 111th. (District IV)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

13. Minutes of Advisory Boards/Commissions

Board of Code Standards and Appeals, September 8, 2008
Wichita Airport Advisory Board, September 8, 2008
District VI Advisory Board, September 8, 2008

RECOMMENDED ACTION: Receive and file.

14. 2008 Fire Apparatus Replacement Program.

RECOMMENDED ACTION: Approve the project, adopt the bonding resolution, and authorize the necessary signatures.

15. Museums for America Grant Program – WATER Center Education Exhibits. (District III)

RECOMMENDED ACTION: Approve the grant application, the grant award, and authorize the necessary signatures.

16. Aquifer Storage and Recovery Phase II - Prequalification of Bidders and Water Treatment Plant Request for Qualifications/Request for Proposals.

RECOMMENDED ACTION: Approve the project as a design-build with the recommended selection criteria and process; adopt the Prequalification Resolution; authorize the Staff Screening and Selection Committee to seek requests for qualifications and proposals; and authorize the necessary signatures.

17. Professional Services Contract for Old Town Improvements. (District VI)

RECOMMENDED ACTION: Approve the contract with Rice Foster Associates in an amount not to exceed \$36,250, approve the creation of the Old Town TIF project fund, authorize any necessary budget transfers, and authorize the necessary signatures.

18. Resolution for Issuance of Industrial Revenue Bonds, Hawker Beechcraft Corporation.

RECOMMENDED ACTION: Approve the resolution approving the issuance of IRBs by Sedgwick County on behalf of Hawker Beechcraft Corporation and authorize the necessary signatures.

19. Budget Adjustment-State Office Building.

RECOMMENDED ACTION: Approve an increase to the 2008 Revised State Office Building Fund expenditure budget in an amount not to exceed \$400,000, and increase the revenue budget for rental income by \$638,860.

20. Purchase of GPS Survey Equipment.

RECOMMENDED ACTION: Approve the purchase of GPS equipment.

21. Second Reading Ordinances: (First Read October 21, 2008)

- a. Second Reading Ordinances (See attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow



INTEROFFICE MEMORANDUM

TO: Metropolitan Area Planning Commission Members
FROM: Terri Dozal, District VI Neighborhood Assistant
SUBJECT: ZON2008-00044 Zone change from TF-3 Two-family Residential ("TF-3") to NR Neighborhood Retail ("NR") generally located north of Douglas Avenue and 150 feet west of Meridian Avenue (2514 W. Douglas Avenue).
DATE: September 9, 2008

On Monday, September 8, 2008 the District VI Advisory Board (DAB) considered a Zone change from TF-3 Two-family Residential ("TF-3") to NR Neighborhood Retail ("NR") generally located north of Douglas Avenue and 150 feet west of Meridian Avenue (2514 W. Douglas Avenue).

The members were provided the MAPD staff report for review prior to the meeting. *Jess McNeely*, Planner presented the case background and reviewed the staff recommendation with members and the public.

The applicant was not present.

No members of the public were present to speak for or in opposition of the request.

***** **Action:** The District VI Advisory Board made a motion to recommend to the City Council to Approve the zone change request based on staff recommendations. (8-0)

Board Members questions/concerns included: 1) will there be sufficient parking for any future expansion plans of this property?

Please review this information when ZON2008-00044 is considered.

mtd

EXCERPT OF SEPTEMBER 25, 2008 MAPC HEARING

Case No.: ZON2008-47 – Robert Hettenbach (owner/applicant) Request City Zone change from SF-5 Single-family Residential to LI Limited Industrial on property described as;

Lot 11, Windover Addition, Sedgwick County, Kansas. Generally located south and east of the intersection of W. Walker Street and S. Sabin Avenue (1426 S. Sabin).

BACKGROUND: The applicant requests a zone change from SF-5 Single-Family Residential (“SF-5”) to LI Limited Industrial (“LI”) on a 0.36-acre platted lot located approximately 1,000 feet north of Harry on the east side of Sabin. The subject property is currently developed with a single-family residence. The applicant proposes to match the zoning of the property surrounding the subject site. The applicant has also been made aware that this rezone would cause his residence to become a non-conforming use since single-family residential is not a permitted use in the LI zone district. The applicant will have to abide to the regulations set forth in Article VII of the Wichita-Sedgwick County Unified Zoning Code (“UZC”).

The surrounding area is characterized primarily by industrial uses, although about ten single-family residences remain along Sabin on property zoned SF-5. The abutting property to the south is zoned LI and is currently vacant, but the next two properties to the south are single-family residences. The properties farther south and east are zoned LI and are developed with contractor businesses, a machine shop and a steel fabricator. The properties to the northeast include more LI zoned property developed with warehouses and a plumbing contractor. The properties to the west are zoned SF-5, owned by the city and are instrumental for storm water drainage and retention. These properties were acquired by the City in 1984.

The subject site is in Flood Zone X, which identifies the area being in a flood insurance rate zone that corresponds to areas outside the 100-year floodplain, and by areas protected from the 100-year flood by levees.

CASE HISTORY: The property is platted as Lot 11, Windover Addition, recorded on April 28, 1954.

ADJACENT ZONING AND LAND USE:

NORTH:	LI	Contractors Office
SOUTH:	LI	Vacant
EAST:	LI	Steel Fabrication
WEST:	SF-5	Storm Water Retention Area

PUBLIC SERVICES: The subject property has frontage along Sabin, an unpaved local street. Public water and sewer service are currently available to the subject property.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “employment/industry center.” This category encompasses areas with uses that constitute centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses include: manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices.

RECOMMENDATION: Based upon the information available prior to the public hearings, planning staff recommends that the request be APPROVED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The surrounding area is characterized primarily by industrial uses, although about ten single-family residences remain along Sabin on property zoned SF-5. The abutting property to the south is zoned LI and is currently vacant, but the next two properties to the south are single-family residences. The properties farther south and east are zoned LI and are developed with contractor businesses, a machine shop and a steel fabricator. The properties to the northeast include more LI zoned property developed with warehouses and a plumbing contractor. The properties to the west are zoned SF-5, are owned by the city and are instrumental for storm water drainage and retention. These properties were acquired by the City in 1984.
2. The suitability of the subject property for the uses to which it has been restricted: The subject property is zoned SF-5 and is currently developed with a single-family residence. Given the long-standing recommendation provided by the adopted land use plan that this area is appropriate for industrial uses, further residential development of the subject property would not be suitable, and would be contrary to the community's goal of converting the area from residential to industrial use.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Detrimental effects on remaining residential properties in the area are reduced by the screening, lighting, and compatibility standards of the Unified Zoning Code and the landscape street yard, parking lot screening, buffer landscaping requirements of the Landscape Ordinance. These ordinances help limit noise, lighting, and other activity from adversely impacting the surrounding residential properties.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The "2030 Wichita Functional Land Use Guide, as amended May 2005" of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for "employment/industry center." This category encompasses areas with uses that constitute centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses include: manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices.
5. Impact of the proposed development on community facilities: No detrimental impacts on community facilities are anticipated. All services are in place, and any increased demand on community facilities can be handled by current infrastructure.

DERRICK SLOCUM, Planning Staff presented the Staff Report.

HILLMAN said he realized identifying the proposed use was beyond the MAPC's purview, but he was curious about the applicant's plans, since there was a lot of vacant land around the site. He asked if they were going to expand their operation.

SLOCUM acknowledged that the zoning change did not require that the applicant reveal plans for the site, but he added that they currently operate a small engine repair shop and live on-site. He said the applicant's son was also considering something industrial in scope.

MOTION: To approve subject to staff recommendation.

HILLMAN moved, **JOHNSON** seconded the motion, and it carried (9-0).

City of Wichita
City Council Meeting
October 28, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-00047 – City zone change from SF-5 Single-family Residential (“SF-5”) to LI Limited Industrial (“LI”); generally located south and east of the intersection of Walker Street and Sabin Avenue. (District IV)

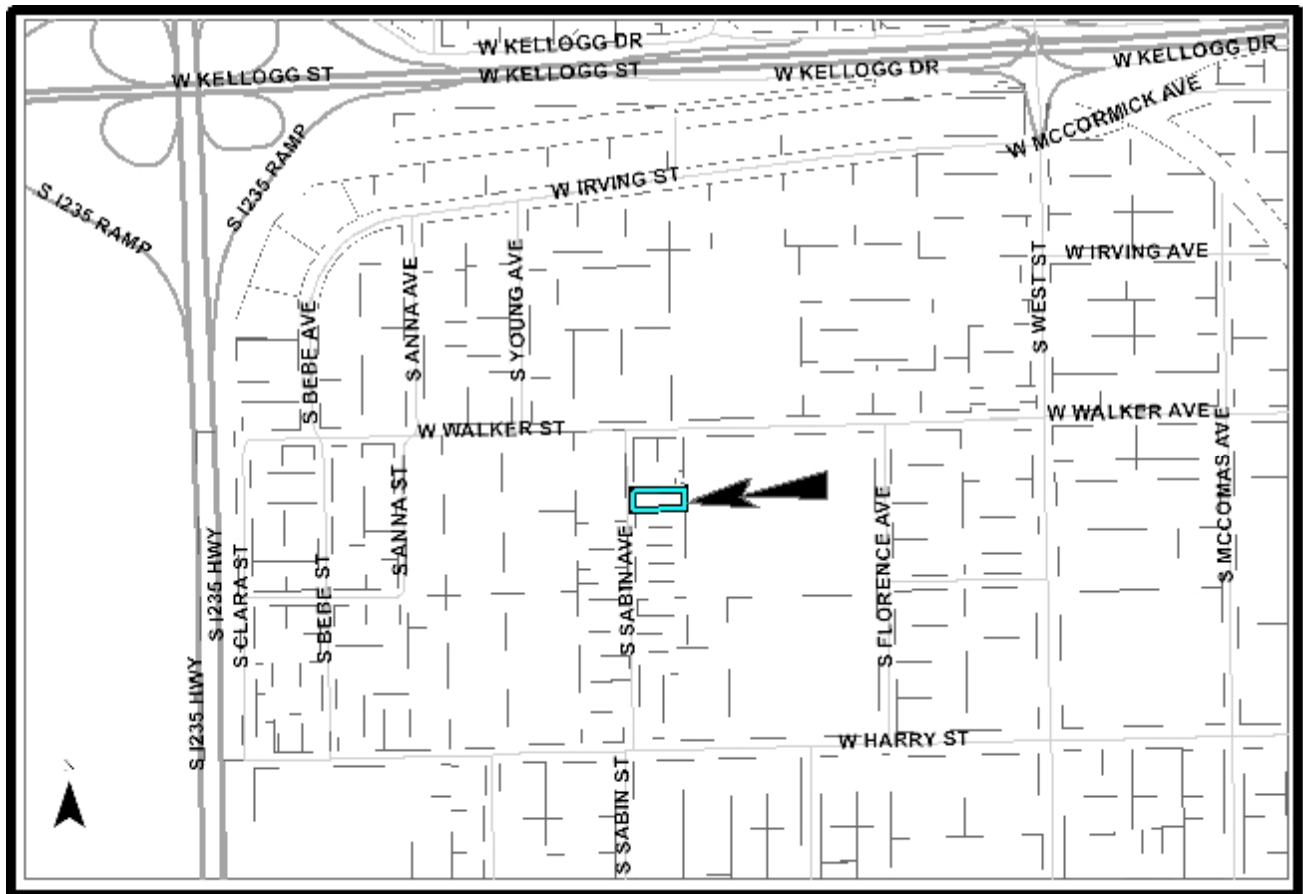
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

DAB IV Recommendation: Approve, vote (8-0)

MAPC Recommendation: Approve, subject to staff recommendation, vote (9-0)

MAPD Staff Recommendation: Approve



Background: The applicant requests a zone change from SF-5 Single-Family Residential (“SF-5”) to LI Limited Industrial (“LI”) on a 0.36-acre platted tract located approximately 1,000 feet north of Harry on the east side of Sabin. The subject property is currently developed with a single-family residence. The applicant proposes to match the zoning of the property surrounding the subject site. The applicant has also been made aware that this rezone would cause his residence to become a non-conforming use since single-family residential is not a permitted use in the LI zone district. The applicant will have to abide by the regulations set forth in Article VII of the Wichita-Sedgwick County Unified Zoning Code (“UZC”).

The surrounding area is characterized primarily by industrial uses, although about ten single-family residences remain along Sabin on property zoned SF-5. The abutting property to the south is zoned LI and is currently vacant, but the next two properties to the south are single-family residences. The properties farther south and east are zoned LI and are developed with contractors businesses, a machine shop and a steel fabricator. The properties to the northeast include more LI zoned property developed with warehouses and a plumbing contractor. The properties to the west are zoned SF-5 and owned by the city and are instrumental for storm water drainage and retention, acquired in 1984.

The subject site is in Flood Zone X, which identifies the area being in a flood insurance rate zone that corresponds to areas outside the 100-year floodplain, and by areas protected from the 100-year flood by levees.

Analysis: At the MAPC meeting held September 25, 2008, the MAPC voted (9-0) to recommend approval of the request for LI zoning subject to staff recommendations. There was no opposition.

At the DAB IV meeting held on October 1, 2008, the DAB voted (8-0) to recommend approval per planning staff recommendations. There was only one question from the DAB board in regards to opposition, and staff has not received any comments for or against this proposal. There were not any citizens that spoke in favor or in opposition of the case.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading;
or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. 48-107

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00047

Zone change from SF-5 Single-family Residential ("SF-5") to LI Limited Industrial ("LI") on property described as:

Lot 11, Windover Addition, Wichita, Sedgwick County, Kansas; generally located south and east of the intersection of W. Walker Street and S. Sabin Avenue (1426 S. Sabin)

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, November 4th, 2008.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney



**INTEROFFICE
MEMORANDUM**

TO: MAPC Members
FROM: Janet Johnson, Neighborhood Assistant, District III
SUBJECT: **ZON2008-00048**
DATE: Oct. 2, 2008

On Wednesday, Oct. 1, 2008, the District III Advisory Board considered a request for a zoning change from LC Limited Commercial to GC General Commercial at 3150 Southeast Blvd.

The DAB felt this would be a good change because they would rather see the buildings occupied and productive than sitting vacant as they have been.

The DAB members voted 8-0 to recommend: the zoning change be approved subject to the provisions of a protective overlay as outlined by Planning staff.

Please review this information when **ZON2008-00048** is considered.

Janet Johnson
District III Neighborhood Assistant

EXCERPT OF SEPTEMBER 25, 2008 MAPC HEARING

Case No.: ZON2008-48 -L. Wayne Wayman (owner/applicant) Request City zone change from LC Limited Commercial to GC General Commercial with a PO Protective Overlay on property described as;

Lot 1, Edminster Gardens, Sedgwick County, Kansas. Generally located on the northeast corner of K-15 and 31st Street South.

BACKGROUND: The application area is located on the northeast corner of 31st Street South and K-15, and is currently zoned LC Limited Commercial (“LC”). The site currently classified as being developed with an automobile service garage. The use of the site as an automobile service garage is a legal activity in the LC district, per the Unified Zoning Code (“UZC”). This site has been used for automobile related uses over the years. The applicant has applied for the rezone to create more opportunities in terms of uses that can utilize the site. A Protective Overlay is being included with this zone change to exclude any nuisance type uses that are allowed in the GC zone district. The applicant has expressed that a manufacturing use (Section II-B.8.e of the UZC) could be a possible option for the subject site, and the GC zone district would allow that particular type of use.

The zoning of the surrounding property is predominately LC. Property to the north is zoned LC and SF-5 Single-family Residential (“SF-5”) and is currently developed with a warehouse, motorcycle dealership and a single-family residence. Property to the west of the subject site (across K-15) is zoned LI Limited Industrial (“LI”), and is currently being used as a landfill with construction services located on the site. Property to the south of the subject site is zoned LC, and is developed with a mobile home park. Property to the east of the subject site is zoned LC and is developed with a vehicle repair shop.

The subject site is in Flood Zone X, which identifies the area being in a flood insurance rate zone that corresponds to areas outside the 100-year floodplain, and by areas protected from the 100-year flood by levees.

CASE HISTORY: The application area is platted as Lot 1, Edminster Gardens Addition, recorded May 9, 1951.

ADJACENT ZONING AND LAND USE:

NORTH:	LC & SF-5	Warehouse & Residence
SOUTH:	LC & LI	Landfill and Construction Services & Mobile Home Park
EAST:	LC	Vehicle Repair & Parking
WEST:	LI	Landfill & Construction Services

PUBLIC SERVICES: All public services are available to the site. 31th Street, along the south side of the subject site, is a paved four-lane minor arterial, (Source: Federal Roadway Functional Classification Map, WAMPO) with approximately 22,000 average daily trips. Southeast Boulevard (K-15) is a paved four-lane freeway and expressway with approximately 30,000 average daily trips. Volutsia Street, along the east side of the subject site, is a paved two-lane local road with no daily trip counts.

CONFORMANCE TO PLANS/POLICIES: The Land Use Guide of the Comprehensive Plan identifies this area as “Local Commercial.” “This category encompasses areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of recommended uses includes: medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities. On a limited

presence basis, these areas may also include mini-storage warehousing and small scale, light manufacturing.” In terms of conformance with commercial goals/objectives/strategies and locational guidelines, the application conforms with the **Commercial/Office Objective** to “Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses,” as well as **Strategy III.B.6** recommends that traffic generated by commercial activities be channeled to the closest major thoroughfare with minimum impact upon local residential streets.

Commercial Locational Guideline #1 of the *Comprehensive Plan* recommends that commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion. **Commercial Locational Guideline #3** recommends that commercial development employ design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**, subject to the provisions of a Protective Overlay:

1. Uses permitted on the site are limited to those permitted in the GC General Commercial zoning district except; pawn shops, night club in the city, sexually oriented business, tattooing and body piercing facility and tavern or drinking establishment.
2. Signs are to be allowed by sign code except for no off-site or portable signs.
3. On-site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development. No pole lighting will be placed within setbacks.
4. The site shall be developed in conformance with all applicable regulations.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The zoning of the surrounding property is predominately LC. Property to the north is zoned LC and SF-5 and is currently developed with a warehouse, motorcycle dealership and a single-family residence. Property to the west of the subject site (across K-15) is zoned LI, and is currently being used as a landfill with construction services located on the site. Property to the south of the subject site is zoned LC, and is developed with a mobile home park. Property to the east of the subject site is zoned both LC and is developed with a vehicle repair shop.
2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned LC Limited Commercial. The LC district permits a wide range of retail and office uses that could be appropriate at this location.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: This property is located adjacent or across the street from LC and LI zoned property. Approval of this request will not introduce zoning or potential uses into the area that do not already exist.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial of the request would cause the applicant continued economic loss since it has been challenging for the applicant to attract uses allowed in the LC zone district to this location. Approval of the request will allow this property to be utilized in a manner appropriate for this location and would allow more flexibility in the type of uses that can be allowed on this site.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Land Use Guide of the Comprehensive Plan identifies this area as “Local Commercial.” “This category encompasses areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities. On a limited presence basis, these areas may also include mini-storage warehousing and small scale, light manufacturing.” The current zoning request for GC, subject to the recommended protective overlay, for the 0.3-acre subject site is in conformance with the Comprehensive Plan’s recommended development. In terms of conformance with commercial goals/objectives/strategies and locational guidelines, the application conforms with the Commercial/Office Objective to “Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses,” as well as Strategy III.B.6 Channel traffic generated by commercial activities to the closest major thorough-fare with minimum impact upon local residential streets.
6. Impact of the proposed development on community facilities: All services are in place, and any increased demand on community facilities can be handled by current infrastructure.

DERRICK SLOCUM, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, **ANDERSON** seconded the motion, and it carried (9-0).

City of Wichita
City Council Meeting
October 28, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-00048 – City zone change from SF-5 Single-family Residential (“SF-5”) to GC General Commercial (“GC”) with a Protective Overlay; generally located at the northeast corner of the intersection of K-15 and 31st Street South (District III)

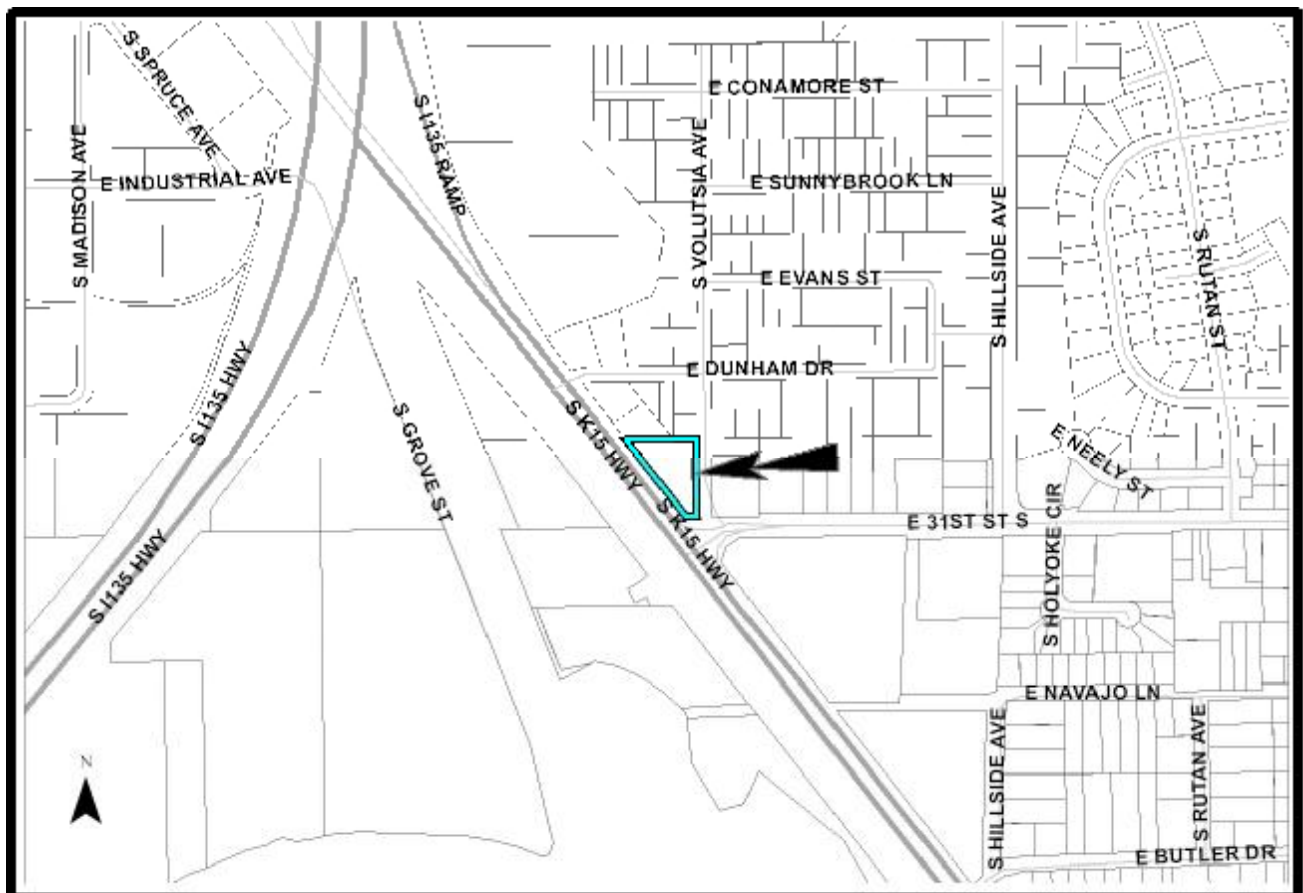
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

DAB III Recommendation: Approve, vote (8-0)

MAPC Recommendation: Approve, subject to staff recommendation, vote (9-0)

MAPD Staff Recommendation: Approve



Background: The application area is located on the northeast corner of 31st Street South and K-15 and is currently zoned LC Limited Commercial (“LC”). The site is currently classified as being developed with an automobile service garage. The use of the site as an automobile service garage is a legal activity in the LC district, per the Unified Zoning Code (“UZC”). This site has been used for automobile related uses over the years. The applicant has applied for the rezone to create more opportunities in terms of uses that can utilize the site. A Protective Overlay is being included with this zone change to exclude any nuisance type uses that are allowed in the GC zone district. The applicant has expressed that a manufacturing use (Section II-B.8.e of the UZC) could be a possible option for the subject site, and the GC zone district would allow that particular type of use.

The zoning of the surrounding property is predominately LC. Property to the north is zoned LC and SF-5 Single-family Residential (“SF-5”) and is currently developed with a warehouse, motorcycle dealership and a single-family residence. Property to the west of the subject site (across K-15) is zoned LI Limited Industrial (“LI”) and is currently being used as a landfill with construction services located on the site. Property to the south of the subject site is zoned LC and is developed with a mobile home park. Property to the east of the subject site is zoned both LC and is developed with a vehicle repair shop.

The subject site is in Flood Zone X, which identifies the area being in a flood insurance rate zone that corresponds to areas outside the 100-year floodplain, and by areas protected from the 100-year flood by levees.

Analysis: At the MAPC meeting held September 25, 2008, the MAPC voted (9-0) to recommend approval of the request for GC zoning subject to the provisions of Protective Overlay #221 stated below. There was no opposition.

- (1) Uses permitted on the site are limited to those permitted in the GC General Commercial zoning district except; pawn shops, night club in the city, sexually oriented business, tattooing and body piercing facility and tavern or drinking establishment.
- (2) Signs are to be allowed per the sign code except for no off-site or portable signs.
- (3) On-site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development. No pole lighting will be placed within setbacks.
- (4) The site shall be developed in conformance with all applicable regulations.

At the DAB III meeting held on October 1, 2008, the DAB voted (8-0) to recommend approval per planning staff recommendations. The DAB felt this would be a good change because they would rather see the buildings occupied and productive rather than sitting vacant as they have been. Staff has not received any comments for or against this proposal, and there were not any citizens that spoke in favor or in opposition of the case.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading;
or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. 48-108

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00048

Zone change from LC Limited Commercial ("LC") to GC General Commercial ("GC") subject to Protective Overlay #221 on property described as:

Lot 1, Edminster Gardens, Wichita, Sedgwick County, Kansas. Generally located on the northeast corner of K-15 and 31st Street South.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #221:

- (5) Uses permitted on the site are limited to those permitted in the GC General Commercial zoning district except; pawn shops, night club in the city, sexually oriented business, tattooing and body piercing facility and tavern or drinking establishment.
- (6) Signs are to be allowed by sign code except for no off-site or portable signs.
- (7) On site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development. No pole lighting will be placed within setbacks.
- (8) The site shall be developed in conformance with all applicable regulations.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, November 4th, 2008.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
October 28, 2008

TO: Mayor and City Council

SUBJECT: VAC2008-00023 Request to vacate multiple easements and a portion of public right-of-way; generally located on the northwest corner of Seneca Street and Douglas Avenue. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting consideration for the vacation of platted 15-foot alleys retained as utility easements (V-1730, Film 1236-Page 974), a 5-foot utility easement dedicated by separate instrument (Film 1236-Page 970) and a portion of a platted alley as recorded on the Martinson's Addition, Wichita, Sedgwick County, Kansas.

The described easements and portion of easements run east-west and north-south. There are manholes and a sewer line in the east-west easement and utilities in the north-south easement. Because the proposed redevelopment of the Quick Trip site includes expanding the size of the site, including the demolition of the abutting fast food restaurant, there are access control issues that will need to be approved by the Traffic Engineer. The Martinson's Addition was recorded with the Register of Deeds on March 3, 1886.

Analysis: The MAPC voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

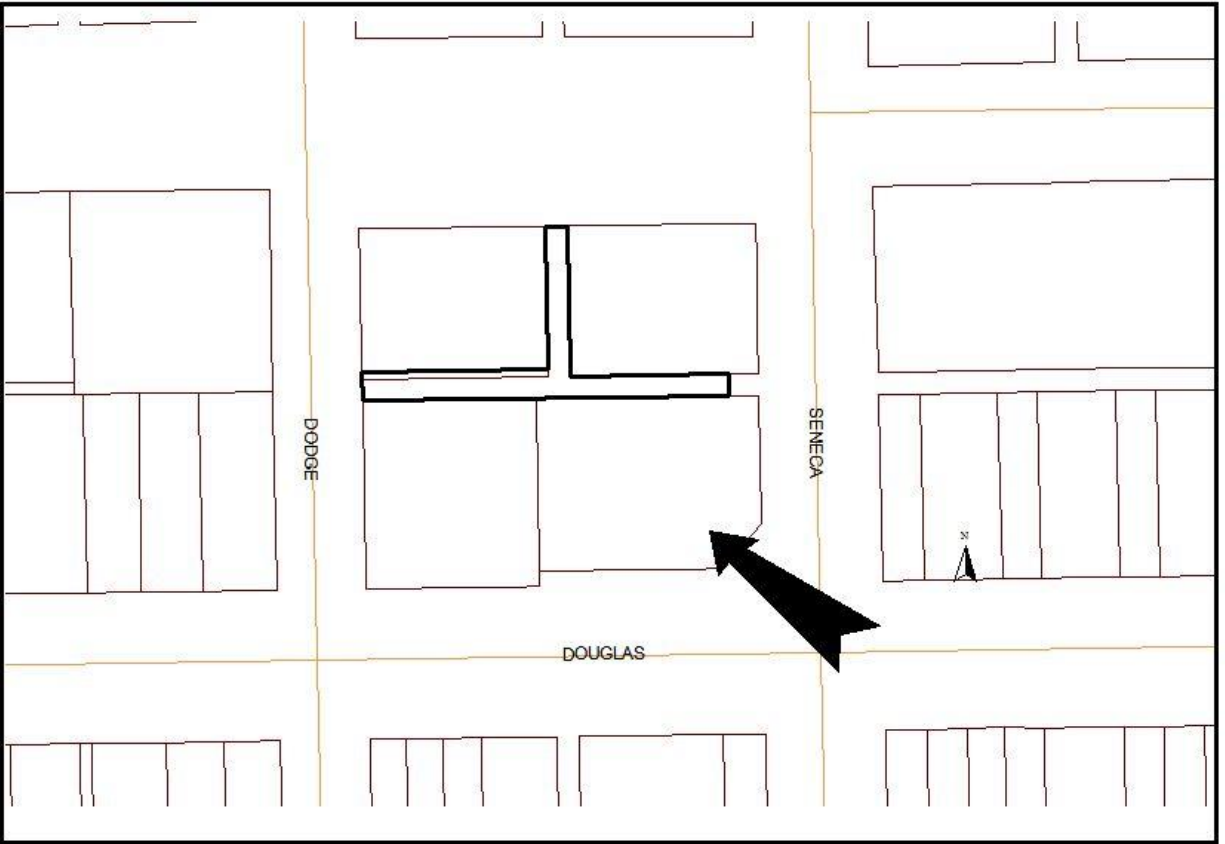
Financial Considerations: Letters of credit for completion of improvements and relocation of public and private utilities.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order, dedication by separate instruments for access control and utility easements will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



City of Wichita
City Council Meeting
October 28, 2008

TO: Wichita Airport Authority

SUBJECT: Tenant Facility Improvements
1761 Airport Road Roof & HVAC
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the budget adjustment.

Background: A project to re-roof the facility and replace the HVAC system was approved on May 20, 2008. This project is included in the 2008-2016 Capital Improvements Program (CIP). The Federal Aviation Administration (FAA) currently leases the entire facility, but will be reducing its leasehold and converting the remaining space into other uses previously not anticipated. The FAA has indicated it is important to move employees into the new space in early 2009, thus requiring a phase of this project to be accelerated for early completion. The remainder of the facility is being shown to prospective tenants. Undergoing the project at this time will allow the improvements to occur prior to the occupancy of the leased space to the FAA and other tenants.

Analysis: Due to economies of scale, it was determined that combining this project with the 2008 Re-roof project into one bid is the most efficient use of funds and lessens construction impact on the tenants. During the design phase it was determined that more work would be required which would necessitate an increase in the budget mainly due to 1) re-roof of the generator building 2) remodel of a portion of the basement to house airport and private utility telephone equipment 3) FAA security issues and early completion 4) more extensive roof repairs than anticipated due to hidden conditions 5) repair of sinking and leaking foundation and patio areas and 6) addition of roof top HVAC screening.

Financial Considerations: The budget established at project initiation needs to be increased from \$450,000 to \$715,000, an increase of \$265,000. The project costs will be funded with General Obligation Bonds paid for with airport revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through accommodating tenants in allowing improvements to be made which will enhance the usefulness and marketability of WAA-owned facilities.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the budget adjustments.

Attachments: None.

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 28, 2008**

- a. 25th Street Bridge Rehabilitation over the Little Arkansas River (25th Street North, east of Amidon) (87N-0360-01/472-84595/715715/247131) Bridge closed during construction; detour per plans. (District VI) - \$1,385,000.00
- b. 21st Street Bridge Rehabilitation over the Little Arkansas River (21st Street North, east of Amidon) (87N-0429-01/472-84748/715719/248135) Maintain one lane in each direction. (District VI) - \$1,630,000.00
- c. 2008 Sanitary Sewer Reconstruction, Phase 12 (various locations north of 31st Street South, east of Broadway) (468-84550/620524/668643) Traffic to be maintained using flagpersons & barricades. (District I,III) - \$342,000.00
- d. Storm Water Sewer #643 to serve Foliage Center Addition (north of 13th Street North, west of Webb) (468-84498/751472/485363) Traffic to be maintained using flagpersons & barricades. (District II) - \$185,000.00
- e. The cost of construction of Water Distribution System to serve Belle Terre South 2nd Addition (north of Kellogg, west of 159th Street East). (District II) (448-90274/735356/470-029) – Total Estimated Cost \$19,000.00

City of Wichita
City Council Meeting
October 28, 2008

TO: Mayor and City Council
SUBJECT: Community Events (District VI)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Clark Ensz of Run Wichita is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Turkey Trot, Saturday November 22, 2008 8:00 - 11:00 am, Sim Park

- § Sim Park Drive West entrance of Cowtown
 - § Amidon, Murdock to West entrance of Cowtown
 - § Amidon, Murdock to 12th Street North, one lane.
- Please see attached map.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

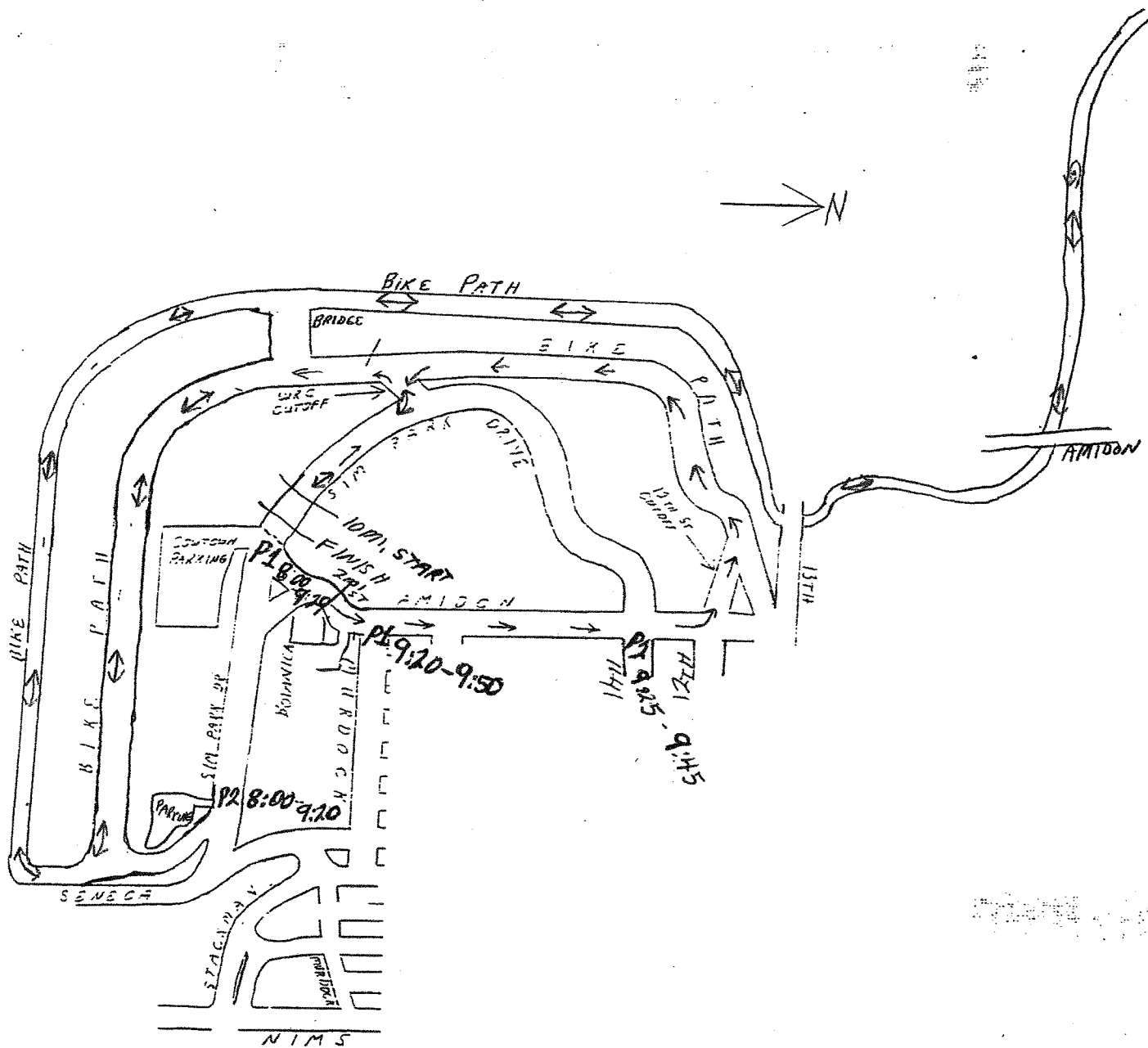
Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

10 MI 9:30 a.m.
2 MI 9:30 a.m.

2 MI 9:30 a.m.



City of Wichita
City Council Meeting
October 28, 2008

TO: Mayor and City Council Members

SUBJECT: Street Closure: Washington at First St. (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closure.

Background: Wildcat Construction Co. Inc. has contracted to install a storm drainage structure in Douglas and a portion of Old Town to improve drainage in Old Town and the area near Douglas from Mead to the Drainage Canal at I-135. This project was approved by the City Council on April 27, 2007. This drainage structure is 14' deep as it crosses Washington in the north portion of First St. For traffic safety, a 10 day closure of Washington will be required to install this 4' x 4' RCB stormwater sewer through the intersection area. First St. traffic will be carried in one lane through the work area at all times. The present progress of the project will cause the installation of the storm drain RCB at the intersection area to begin during the first or second week of November, 2008.

Analysis: Wildcat Construction Co. Inc. is responsible for the placement of the required detour and construction signs and barricades and the notification of area businesses and residents. During the closure traffic on Washington will be detoured as follows:

Northbound Washington traffic will be detoured east on Douglas to Hydraulic, then north to Second, then west to return to Washington.

Southbound Washington traffic will be detoured east on Central to Hydraulic, then south to Douglas, then west to return to Washington.

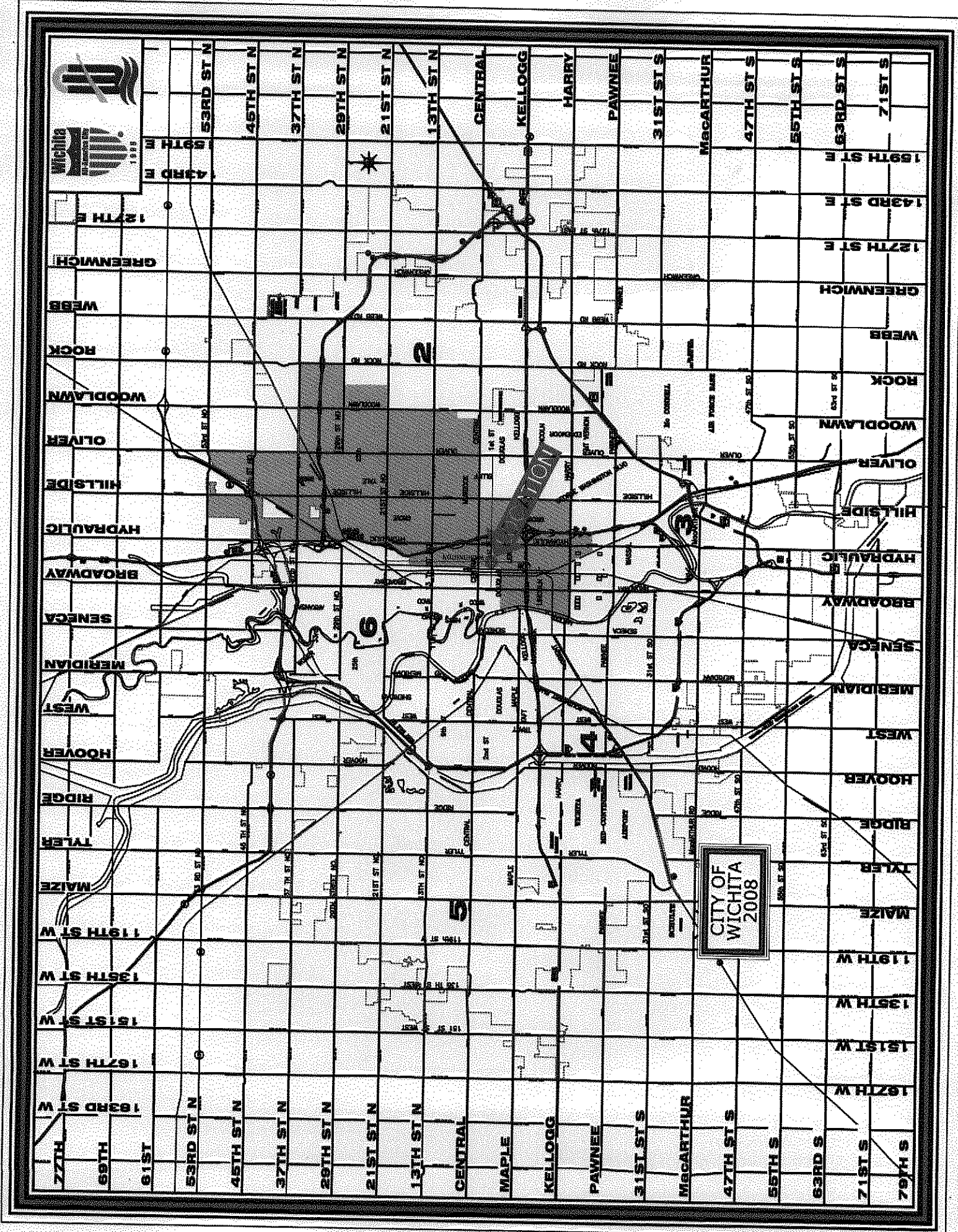
Financial Consideration: None.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving the removal of storm water in Old Town and the adjacent area.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the street closure.

Attachment: Map



City of Wichita
City Council Meeting
October 28, 2008

TO: Mayor and City Council Members

SUBJECT: Right-of-Way Agreement (Kansas Department of Transportation) (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: On January 15, 2002, the City Council approved an agreement with Sedgwick County and the Kansas Department of Transportation (KDOT) to jointly fund a five year program for regional Intelligent Transportation Systems (ITS) projects. One of the projects is for KDOT to design and implement an Advanced Traffic Management System (ATMS). In July 2007, KDOT contracted with Telvent Farradyne to design an ATMS that includes permanent cameras and variable message boards on the interstate systems. As part of this project, conduit needs to be placed on Murdock from I-135 to Market Street to send data back to the new 911 Center on Main Street. KDOT will contract to install two (2) two-inch conduits suitable for fiber optics communications along Murdock. As part of the agreement, KDOT agrees to allow the City of Wichita to jointly use one of the two conduits should it, now or in the future, have a need to do so. KDOT also agrees to be responsible for responding to locate requests and will be responsible for the repair cuts or other damage to the underground facilities, both the conduit and the fiber optic cable.

Analysis: An agreement has been developed to allow KDOT to install two (2) two-inch conduits in Murdock right-of-way for the use of communication transmissions. Public Works – Engineering staff has reviewed and approved the route for the portion of the project that would be in the public right-of-way. The total length of the project within City right-of-way is 4,539 feet.

Financial Considerations: The proposed Agreement provides for compensation to the City for use of the right-of-way with an administrative dirt cut permit of \$35.00, a pavement cut permit of \$70, and a minor street use permit of \$1.25 per foot for two years. The lump sum 2-year minor use street permit fee would be \$11,347.50.

Goal Impact: This project directly supports the “Improved environmental health and community safety” indicator of the Safe and Secure Community Goal. The project will assist KDOT/emergency personnel responding to incidents on the freeway system as well as provide traveler information to motorists.

Legal Considerations: The Right-of-Way Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize necessary signatures.

Attachment: Agreement.

May 15, 2008

Benny Tarverdi
KDOT Metro Engineer
3200 E. 45th St. North
Wichita, Kansas 67220

Re: KDOT Right-of-Way

Dear Benny:

It was a pleasure to meet with you and Leslie Fowler on April 2 and May 6, 2008. This letter will record our agreements relating to the installation of conduit for fiber optic communication infrastructure in the City of Wichita.

1. The City of Wichita agrees to allow the State of Kansas, acting through the Department of Transportation (KDOT), to install at its own cost and risk, and in accord with a plan and specifications as noted in the permits described below, two (2) two-inch conduits suitable for use with fiber optic cable for communication transmissions. The route will follow Murdock Street from the KDOT facilities on the I-135 canal route to the intersection of Murdock and Market Streets, there to join with Sedgwick County facilities linking to the 911 Center.
2. KDOT agrees to allow the City of Wichita to jointly use with KDOT one of the two conduits should it, now or in the future, have need to do so. Furthermore, KDOT agrees the City of Wichita, without charge from the State of Kansas, but at the City's own expense and risk, may cross the KDOT Right of Way used for I-135, by any reasonable means, including attachment to existing bridges, in order to connect this second conduit to the City's property east of I-135 on 9th Street. This work may be done now or anytime in the future, on the same terms.
3. In order to lay its conduits in the City Right-of-Way, KDOT will obtain an administrative dirt cut permit of \$35.00 and a pavement cut permit of \$70.00, plus any needed materials, and agree to and comply with routine inspections that such permitting entails. In addition, KDOT agrees to pay for a minor street use permit of

\$1.25 per linear foot which is 4,539 feet for a total of \$5,673.75. Although this use permit is in lieu of a franchise fee, and is typically charged and collected on an annual basis, the City agrees that KDOT may pay for two years under this format, on or before November 10, 2008, and in a lump sum, and thereafter have all future minor street use permit fees waived for the use and location described in this letter. The lump sum, 2-year minor street permit fee would be \$11,347.50.

4. KDOT agrees to be responsible for responding to locate requests, either directly or through an agent, and to be responsible for the repair of cuts or other damage to the underground facilities described here, both conduit and fiber optic cable.
5. To facilitate this project, the City agrees to execute a change order in its current railroad overpass project to install 2, two-inch conduits and 2 underground service box installations at the crossing of Murdock Street and the Central Rail Corridor. This will allow installation while the street is currently opened, and alleviate the need for KDOT to obtain separate permits from the various railroad companies involved. This work will be done to KDOT specifications, and KDOT agrees to reimburse the City of Wichita for the expenses reflected in the change order required.

The City appreciates the efforts of KDOT to improve information to motorists, and therefore to improve metro traffic flow, that the anticipated ITS pilot project will provide. We are happy to facilitate its development.

Sincerely yours,

Jay C. Hinkel, Deputy City Attorney

JCH/cr

This Agreement Approved By:

Carl Brewer, Mayor

Debra Miller, Secretary of Transportation

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

KDOT, Legal

City of Wichita
City Council Meeting
October 28, 2008

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for the Bike Path along I-135 to K-96 (McAdams) (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the bike path along the I-135 Freeway, between McAdams Park and Grove Park on August 5, 2008.

Analysis: The proposed Agreement between the City and Ruggles & Bohm, P.A. provides for designing a bike path along I-135 to K-96 (McAdams). The Staff Screening and Selection Committee selected Ruggles & Bohm for the design on September 11, 2008.

Financial Considerations: Payment to Ruggles & Bohm will be on a lump sum basis of \$95,000 and will be paid by General Obligations Bonds.

Goal Impact: This project addresses the Efficient Infrastructure and Quality of Life goals by constructing bike paths.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

BIKE PATH ALONG I-135 TO K-96

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

BIKE PATH ALONG I-135 TO K-96
(Project No. 472 84740, OCA No. 706982)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing a bike path along I-135 to K-96 and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project

Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84740 **\$95,000.00**

Accumulated partial payments for the PROJECT shall be based on milestones in Exhibit A and shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name & Title)

ATTEST:

SCOPE OF SERVICES

Bike Path along I-135 to K-96

(Project No. 472-84740)

The ENGINEER shall design a 10 foot concrete bicycle/pedestrian facility with appropriate shoulders and 5 foot bicycle lanes along existing undeveloped City of Wichita rights-of-way and existing public streets. The design shall include benches, bollards, trash receptacles, lighting, signage and landscaping to improve the safety, functionality, and aesthetic quality of the project. Special enhancements to bridges and other infrastructure along the bike path will be considered to create a unique sense of place and to incorporate neighborhood pride to help prevent vandalism. The project will connect north end of the I-135 bike path at McAdams Park to the K-96 bike path in Grove Park. The proposed routing is as follows, but will need to be evaluated by the ENGINEER for final design: starting at 17th Street at I-135 at 27th Street; south to 26th Street; east across Chisholm Creek; north along the Creek; east at 27th Street; north at Grove Street into Grove Park. The proposed bike path will be in compliance and within acceptable guidelines of the AASHTO Guide for the Development of Bicycle Facilities, ADA, ADAAG and will be representative of sound bicycle/pedestrian facility principles. This project will involve looking at drainage considerations, utility relocation and right-of-way requirements. No water line and/or sanitary sewer work is expected, except for resolution of conflicts with existing facilities as a result of the final design. During the Discovery Phase the ENGINEER is to meet with the area businesses, DAB, the City of Wichita’s Design Council, City Staff, Wichita Board of Park Commissioners and Wichita City Council to determine the project’s scope of improvements and the design criteria. Two additional public meetings shall be included. A written document is to be prepared by the ENGINEER stating the scope of physical improvements to be included in the project, and the design goals and issues to be addressed in the Concept Phase. In the Concept Phase the ENGINEER is to prepare conceptual design alternatives to respond to the design criteria and project scope identified and approved earlier in the Discovery Phase. The ENGINEER is to make presentations of the conceptual design alternatives to the associations and boards, Wichita City staff, Wichita Board of Park Commissioners and Wichita City Council; and revise the designs as necessary to secure approval by the Wichita City Council of a final concept. A preliminary cost estimate of the approved concept is to be prepared by the ENGINEER as part of the Concept Phase. The City must approve initiation of the Construction Design work following the completed Concept Phase. Tract maps to identify right-of-way requirements are part of the Concept Phase. Monument marking of any new right-of-way is considered part of the Construction Design Phase. This project will include coordination of the relocation of utilities as necessary. This project is to be funded 70% by Federal Aid and 30% local match by the City of Wichita.

Upon award of this project the ENGINEER will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolved utility conflicts. The conceptual plan should include elements of designing around the utility, analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan, and standard BMP detail sheets per Attachment No. 1.

Associated improvements as part of these projects will include permanent traffic signalization system improvements (if required), permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing (when applicable), incidental drainage, sidewalk (when required), identification of additional right-of-way (if required) and furnishing tract drawings and legal descriptions of such right-of-way.

The ENGINEER shall furnish engineering services as required for the best and most cost effective design for the development of the project and provide project alternatives where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way; the project plans; supplemental specifications; quantities of work; and estimates of the cost for the PROJECT in the forma and detail required by the City Engineer for the City of Wichita and the Kansas Department of Transportation (KDOT), and the U.S. Army Corps of Engi-

neers, when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council for concurrence in selection prior to progressing to detailed aspects of the work. ENGINEER should use plant material that is drought resistant and requires low maintenance in xeriscape concept. A landscape architect should be included on the Consultant's Design Team.

The ENGINEER should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved.

In addition, the ENGINEER will notify the City Archaeologist, at 316-978-3195 prior to beginning work on this project.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE 1-PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignment for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the ENGINEER used in the evaluation process.
2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line Alignments and Profiles. Preliminary water alignment and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work.
6. Right-of-Way. Identify right-of-way requirements for the preliminary concepts developed. Such right-of-way requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, government agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in power point presentation.
8. S. I. & A. for Bridges. Perform initial and keep current the inspection/inventory and analysis for completion/update of the Structural Inventory and Appraisals (S. I. & A.) form for submittal to KDOT. ENGINEER shall also provide CITY with a new S. I. & A. upon completion of the bridge construction, along with the Design Load Ratings ("Load Factor" method) and pictures, with one copy submitted to KDOT Bridge Engineer.

9. Landscape Plans. When the design has fulfilled the program requirements, submit three (3) sets of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit two (2) sets to the Park Department for review and comments. When the Park Department has approved the plans the ENGINEER may proceed with placing them on Design Council agenda for review and comment.
10. Design Council. ENGINEER shall meet with the City's Design Council, to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY and as agreed upon Field Check and/or Office Check Review.

1. Design Council. ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior, relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise.
(it should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction of documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review).
2. ULCC. The ENGINEER shall prepare Utility Check plans and schedule with ULCC subcommittee for review as early as practical, usually prior to Field Check plan stage. A second ULCC review should be scheduled near Office Check plan stage. Utility coordination procedures shall conform to the current policy of the City Engineer.
3. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and three (3) sets of field check plans to the CITY and one copy of preliminary cost estimate and four (4) sets of field check plans to KDOT. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
 - (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans. Coordination of utilities and pipelines for the PROJECT by the ENGINEER shall conform to current adopted policies of the City Engineer for Category II projects.
 - (b) Submit fifteen (15) sets of field check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of field check plans as required for utility and pipeline companies who are not members of the Utility Location Coordination Council.
 - (c) Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita if not included in the ENGINEER'S fee estimate. However, all bridge projects shall include the cost of soils and boring investigation in the ENGINEER'S fee.
4. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:

- (a) Submit three (3) sets of office check plans to the CITY and, if required, two (2) sets of office check plans to KDOT, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plan marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and with KDOT when required.
 - (b) Identify all known utility conflicts. ENGINEER shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings. Utility coordination procedures shall conform to current policy of the City Engineer.
 - (c) Submit fifteen (15) sets of office check plans to the City Engineer's office for distribution to utility companies. Submit additional sets of office check plans as required for utility and pipeline companies who are not member of the Utility Location Coordination Council.
 - (d) Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirement included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction."
 - (e) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of application for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordination the archaeological review of the PROJECT.
5. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:
- (a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.
 - (b) Final Plan Submittals.
 - a. Electronic versions of the approved final plans for all projects need to be submitted on CD or DVD in both AutoCAD and .pdf format (.dwg format is preferred, .dxf is acceptable). Text fonts other than standard AutoCAD fonts are to be included with drawing files. Pdf files should be scalable to 22"x36" and oriented right side up.
 - b. Two 11"x17" half-scale hardcopies of all plans are required. Four additional half-scale sets are required for all KDOT/Federally funded projects.
 - c. Mylar plans are required for all water projects and any plans that incorporate water line improvements (both CITY and KDOT). Mylar cover sheet only is required for all other KDOT/Federally funded projects for signature purposes.
 - d. Field notes, other pertinent project mapping records, supplemental specifications, special provisions and cost estimates are to be provided to the City Engineer for the taking of bids as appropriate for the CITY and/or KDOT.
 - (c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.
 - (d) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to CITY or KDOT standards as applicable.
 - (e) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.
 - (f) All applicable coordinate control points and related project staking information shall be furnished on the plans, as well as on a CD-ROM in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

- (g) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.
 - (h) ENGINEER shall provide CITY with electronic files suitable for power point presentations to the Design Council and City Council.
- 6. Staking and Inspection. If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.
- 7. Post Letting.
 - (a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
 - (b) The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
 - (c) The Engineer shall complete permanent documentation of all new R/W, complete and submit all necessary legal documentation for same.
- 8. Project Milestone. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
 - (a) Concept designs are due November 15, 2008.
 - (b) Field Check plans are due January 15, 2009.
 - (c) Office Check plans are due March, 15, 2009.
 - (d) Final Plans are due April 15, 2009.

Attachment No. 1 to Exhibit “A” – CIP Scope of Services

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental services
1900 E 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREET, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstances, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor or a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination—Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964m as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all Solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas human Rights Commission" which has become final, the contractor shall be deemed to have breached the [resent contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity of Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age in a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination – Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the man-

ner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CITY OF WICHITA
City Council Meeting
October 28, 2008

TO: Mayor and City Council Members

SUBJECT: Acquisition of Pumping Station Site for Integrated Local Water Supply Plan

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993 the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000 City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project which includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, the transfer to and storage of captured water in the aquifer, and the recovery and use of this water to meet future demands for the City of Wichita.

Analysis: Certain sites have been identified as necessary for the capture of above base flow water, locations for water treatment facilities, recharge/recovery wells, and recharge basins. This specific site has been identified in northwestern Sedgwick County was identified for a water treatment facility. The parcel contains 120 acres. It is intended to improve the property in a manner which does not utilize the entire property thus creating an unidentified remnant. That part considered a remnant to the subject will be made available as surplus land. The owner has agreed to convey the site for the appraised value of \$300,000 or \$2,500 an acre.

Financial Considerations: A budget of \$305,750 is requested; this includes \$300,000 for the acquisition, \$5,750 for a land survey, environmental assessment, title work, title insurance and closing costs. Funding for this project is included in the CIP in W-549, Water Supply Plan Phase III, which has an available funding of over \$7.6 million

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Tract map, aerial map and contract.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2008 by and between Larry K. Williams, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Statutory Warranty Deed of the following described real property, situated in Harvey County, Kansas, to wit:

Tax Key EA 00084 legally described as:

E1/2 N1/2 NEQ and the S1/2 NEQ, Section 12-T25S-R2W

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Three Hundred Thousand Dollars and No Cents (\$300,000.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops exceeding current crop, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before October 31, 2008.

6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they are now, reasonable wear and tear excepted.

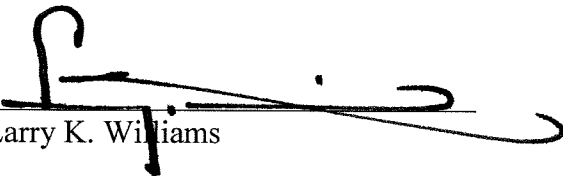
The Tenant, Steve McGinn, maintains crop rights and the right to harvest the existing wheat crop through July 31, 2008. If in the event the Buyer causes damage to any portion of the crop or requires full possession of the property prior to harvest, the Buyer hereby agrees to compensate said tenant the market rate of wheat at the time the damage occurs.

7. Seller and Buyer hereby agree to prorate the rent of \$4,800/year to the date of closing. Rent being due December 31, 2008.

8. Possession to be given to Buyer of date of closing.
9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.
10. Taxes shall be pro-rated to the date of closing for calendar year on the basis of 100% of taxes levied for the prior year.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



Larry K. Williams

BUYER:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Proposed ASR Treatment Facility



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
October 28, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 11417 West Kellogg for the Lateral 23, Main 13 Southwest Interceptor Sewer Project at West Kellogg and 111th. (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On May 1, 2007, City Council approved the resolution authorizing construction of the Lateral 23, Main 13 Southwest Interceptor Sanitary Sewer. This line will provide sewer service to properties currently on private septic systems, some of which have started to fail. The project will be paid for by the benefit district. There are ten tracts with seven owners where easements are necessary.

Analysis: The owner of two tracts has agreed to grant one 15-foot-by-15-foot public utility easement at the appraised value of \$135. The initial easement was shortened from a 15-foot-by-277-foot to the 15 by 15 area. This reduction is acceptable to Public Works as the owner has agreed to a restrictive covenant on all of their land assuring that all the property shall have sewer services. The reduction of the size of the easement area reduces project costs and resulting special assessments.

Financial Considerations: A budget of \$180 is requested. This includes \$135 for the easement and \$45 for recording costs.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

Legal Considerations: The Law Department has approved the easement and restrictive covenant as to form.

Recommendation/Action: It is recommended that the City Council accept the easement and restrictive covenant and authorize the necessary payment.

Attachments: Tract map, aerial map, easement and restrictive covenant.

PUBLIC UTILITY EASEMENT

THIS EASEMENT made this 2 day of OCTOBER, 2008,

by and between EBERSOLE LAPIDARY SUPPLY, INC of the first part and the City of Wichita, KS, a municipal corporation, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Hundred Thirty-Five Dollars (\$135.00), the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party right-of-way and easement for the purpose of construction and maintenance of utilities along and under the following described real estate situated in Sedgwick, County, Kansas, to wit:

Beginning at a corner of Lot 1, Block A, Blasi Park, Sedgwick county, Kansas, said point lying a platted distance of 526.42 feet east of the westernmost northwest corner of said Lot 1; thence S88°27'03"W, 15 feet along the westernmost north line of said Lot 1; thence N01°41'03"W, 15.00 feet; thence N88°27'03"E, 15.00 feet; thence S01°41'03"E, 15.00 feet along the easternmost west line of said Lot 1 to the Point of Beginning.

Said parcel of land contains 225 square feet, more or less

IN WITNESS WHEREOF: The said first party have signed these presents the day and year first written.

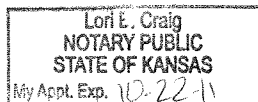
EBERSOLE LAPIDARY Supply

Delbert Ebersole
President

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 2nd day of October, 2008 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came, Delbert Ebersole, who is personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



SEAL

[Signature]
Notary Public

(My Commission Expires: 10-22-11)

RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, Ebersole Lapidary Supply Inc, is the owner of the following described real property:

Unplatted Tracts **In Section 31, Township 27S, Range 1W, Sedgwick County, Kansas**

West 1/2 of tract beginning on south line of highway 54 794.5 feet west of east line of the northwest 1/4; thence south 300 feet, thence west 527.5 feet, thence north 300 feet, thence east 526.5 feet to beginning except part taken for highway in condemnation case 01c-1340. (D-663-UP)

Beginning 1021 feet west of the northeast corner of the northwest 1/4 on south line highway 54; thence south 300 feet, thence west 36.71 feet, thence north 300 feet, thence east to beginning except part taken for highway in condemnation case 01c-1340. (D-631-1UP)

Beginning 921 feet west of the northeast corner of the northwest 1/4 on south line highway 54; thence west 100 feet, thence south 300 feet, thence east 100 feet, thence north to beginning except part taken for highway in condemnation case 01c-1340. (D-632-UP)

Beginning 794.5 feet west of east line of the northwest 1/4 on south line highway 54; thence south 300 feet, thence west 126.5 feet, thence north 300 feet, thence east to beginning except part taken for highway in condemnation case 01c-1340. (D-631-UP)

NOW THEREFORE, in consideration of the property receiving plat approval from the appropriate governmental authorities, the undersigned agrees and covenants that the aforementioned lot(s) shall be retained, held and bound together in order to assure sewer access to all lots.

It is understood that this covenant shall be binding upon the undersigned, their heirs, or successors and assigns and is a covenant running with the land until such time the property is replatted.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

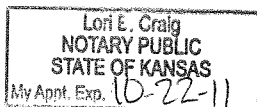
EXECUTED this day 9 of OCTOBER, 2008.

Robert E. Craig

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 9 day of Oct, 2008 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came, Robert E. Craig, who is personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of said limited liability company.

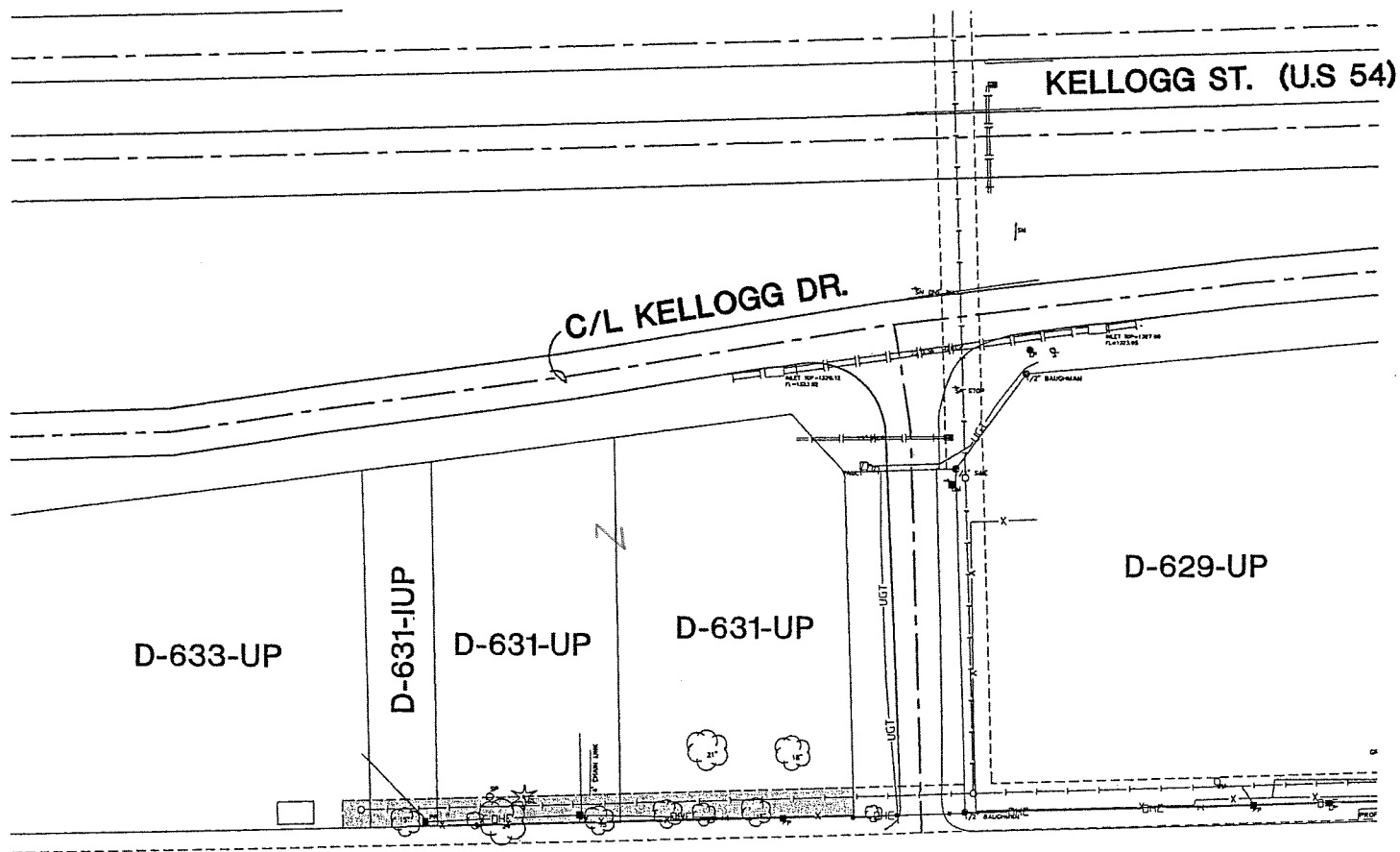
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



[Signature]
Notary Public

SEAL

(My Commission Expires: 10-22-11)

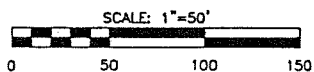


BLASI PARK ADDITION

EBERSOLE LAPIDARY SUPPLY, INC.

Beginning at a corner of Lot 1, Block A, Blasi Park, Sedgwick County, Kansas, said point lying a platted distance of 526.42 feet east of the westernmost northwest corner of said Lot 1; thence S88°27'03"W, 277.66 feet along the westernmost north line of said Lot 1; thence N01°41'03"W, 15.00 feet; thence N88°27'03"E, 277.66 feet; thence S01°41'03"E, 15.00 feet along the easternmost west line of said Lot 1 to the Point of Beginning.

Said parcel of land contains 4,160 square feet, more or less.



MKEC
ENGINEERING
CONSULTANTS, INC.

411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600

**C.O.W. LATERAL 23, MAIN 13, SWI
SANITARY SEWER PROJECT**

PROJECT NAME

**PROPOSED EASEMENT
EBERSOLE LAPIDARY SUPPLY, INC.**

SHEET TITLE

MKEC
DESIGN BY:

MKEC
DRAWN BY:

MKEC
CHECKED BY:

DECEMBER 2007

07428

1 / 1

Sewer



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City of Wichita
City Council Meeting
October 28, 2008

TO: Mayor and Members of the City Council

SUBJECT: 2008 Fire Apparatus Replacement Program (All Districts)

INITIATED BY: Fire Department
Department of Public Works

AGENDA: Consent

Recommendation: Adopt the bonding resolution and authorize initiation of the project.

Background: The Fire Department heavy equipment fleet consists of 36 pieces of front-line equipment, including five aerial platforms, 18 engines (pumpers), seven quints, one heavy rescue, two mobile air trucks, one tender, one hazardous materials truck and one command vehicle. To ensure service readiness at all times, accommodate training needs and maintain the City's fire insurance (ISO) rating, the fleet also includes seven reserve units, for a total of 43 fire heavy apparatus. With an average service life ranging from 10 to 15 years, several pieces of equipment must be replaced each year in order to maintain fire protection capabilities and keep the fleet current.

Analysis: The 2007 – 2016 Adopted Capital Improvement Program (CIP) includes funds in 2008 for fire apparatus. One tender (tanker) and one mobile air unit will be purchased, for a total of two replacement apparatus. Also, equipment is required to outfit the vehicles for service, such as fire hose, hose reels, airpacks, and other equipment needed to create, transport and deliver high-pressure air for use in fire incidents.

Financial Considerations: The estimated project cost of \$1,008,000 is included in the Adopted 2007 – 2016 CIP. The funding source is General Obligation Bonds.

Goal Impact: Replacement of fire apparatus supports the Safe & Secure Community Goal. The new equipment will increase citizen perception of safety, and maintained and/or improved response time to public safety incidents.

Legal Considerations: The Law Department has approved the bonding resolution as to legal form.

Recommendation/Action: It is recommended that the City Council approve the project, adopt the bonding resolution and authorize all necessary signatures.

Attachment: Bonding resolution, CIP sheet.

Published in the Wichita Eagle on October 31, 2008

RESOLUTION NO. 08-504

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AND SETTING FORTH THE GENERAL NATURE AND THE ESTIMATED COST OF SUCH IMPROVEMENTS; AUTHORIZING AND PROVIDING FOR THE ACQUISITION AND FINANCING OF THE IMPROVEMENTS IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY; AND DIRECTING THE PUBLICATION OF THIS RESOLUTION.

WHEREAS, pursuant to K.S.A. 12-1736 and 12-1737(c) the City of Wichita, Kansas (the "City") is authorized to issue general obligation bonds for the purpose of paying the cost of construction, purchase or improvement of any public improvement; and

WHEREAS, the City desires to purchase replacement heavy fire equipment and related rescue and personal protective equipment to make the new trucks operational.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and finally determined to be advisable to acquire certain fire-fighting equipment, consisting of two (2) pieces of heavy equipment, specifically a tanker (tender) and an air and light (mobile air) truck; and related smaller equipment (collectively, the "Equipment") to make the vehicles functional for their mission of providing public safety, and to provide compatible personal protective equipment.

SECTION 2. It is hereby found that the estimated or probable cost of the Equipment, together with any related costs, including costs of design, delivery and/or installation, is not to exceed \$1,008,000, exclusive of the costs of interest on borrowed money; the cost of the Equipment shall be paid by the issuance and sale of general obligation bonds of the City in an amount not to exceed \$1,008,000, exclusive of the costs of interest on borrowed money.

SECTION 3. The Equipment is hereby authorized and ordered to be acquired and financed in accordance with the findings set forth in Section 1 hereof, under the authority of and as provided by K.S.A. 12-1736 and 12-1737(c).

SECTION 4. This resolution shall be published one time in the City's official newspaper.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on October 28, 2008.

Carl Brewer, Mayor

(Seal)

Karen Sublett, City Clerk

APPROVED AS TO FORM

Gary Rebenstorf, Director of Law

CITY OF WICHITA



To Revise Project

X	
---	--

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Fleet	3. Date 10/13/2008	4. Project Description & Location Fire Apparatus 2008
5. CIP Project Number 435446	6. Accounting Number 792524	7. CIP Project Date (Year) 2008	8. Approved by WCC Date 24-Oct-08
9. Estimated Start Date Nov-08	10. Estimated Completion Date Jun-09	11. Project Revised	
12. Project Cost Estimate			
ITEM	GO	SA	OTHER
Right of Way			TOTAL
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer			
Sidewalk			
Water			
Other	1,008,000		1,008,000
Totals	1,008,000		1,008,000
Total CIP Amount Budgeted	1,008,000		1,008,000
Total Prelim. Estimate			

It is recommended the City Council authorize the project initiation.

Division Head	Department Head	Budget Officer	City Manager
			
			Date

City of Wichita
City Council Meeting
October 28, 2008

TO: Mayor and Members of the City Council
SUBJECT: Museums for America Grant Program – WATER Center Education Exhibits
(District 3)
INITIATED BY: Environmental Services Department
AGENDA: Consent

Recommendations: Approve the grant application and award, if received

Background: The environmental education component of the Wichita Area Treatment, Education and Remediation (WATER) Center, located at 101 E. Pawnee, addresses water quality resources focusing on public education regarding hydrological processes, groundwater remediation, impacts to public health and the environment, and the inter-relationship between groundwater and the Arkansas River. The facility provides a unique and important educational destination for schools, civic groups, and the general public.

On June 19, 2007 Environmental Services presented a conceptual exhibit plan prepared by Taylor Studios Inc. during a Council Workshop. The Council recommended that ES seek outside grants and sponsors to fund additional exhibits. (Attached - Exhibits Conceptual Design Plan)

This grant will provide one of the funding sources for this project which includes two WATER Center exhibits: “Opposites Attract” and “Protecting the Water.” (Attached – Grant Application)

Analysis: The Environmental Services Department requests authorization to apply for the *Institute of Museum and Library Sciences’ Museums for America Grant* in the amount of \$33,000. The grant would fund portions of two exhibits and their installation at the WATER Center called, “Opposites Attract” and “Protecting the Water.”

Environmental Services is seeking three funding sources for two exhibits for \$66,000:

- Museums for America Grant request for \$33,000
- Kansas Health Foundation Recognition Grant request for \$25,000 (application approved by Council on September 9, 2008)
- WATER Center donation fund (OCA 142122 Sub GL 140440) for \$8,000 (match approved by Council on September 9, 2008)

If both grants are not funded, only one exhibit “Protecting the Water” will be constructed and installed. By combining two exhibits into one project, costs are reduced for installation.

Goal Impact: Enhance Quality of Life by educating citizens on water pollution and conservation concepts to protect the City of Wichita’s natural resources.

Financial Considerations: The Environmental Services Department is requesting *Museums for America Grant* funding of \$33,000 to complete the \$66,000 exhibit installation. The grant requires a 50% match of the total project cost. The match will be provided through outside grant funding from the Kansas Health Foundation and the internal donation account as listed above. Should match funding from the Kansas Health Foundation not be leveraged, award of the *Museums for America Grant* funds will not be accepted.

Legal Considerations: The Law Department will review and approve documents as to form

Recommendation/Actions: It is recommended the City Council approve the grant application, the grant award and authorize the necessary signatures.

Attachments: Exhibits conceptual design and Museums for America Grant Application.



captive flow

the endless journey of water

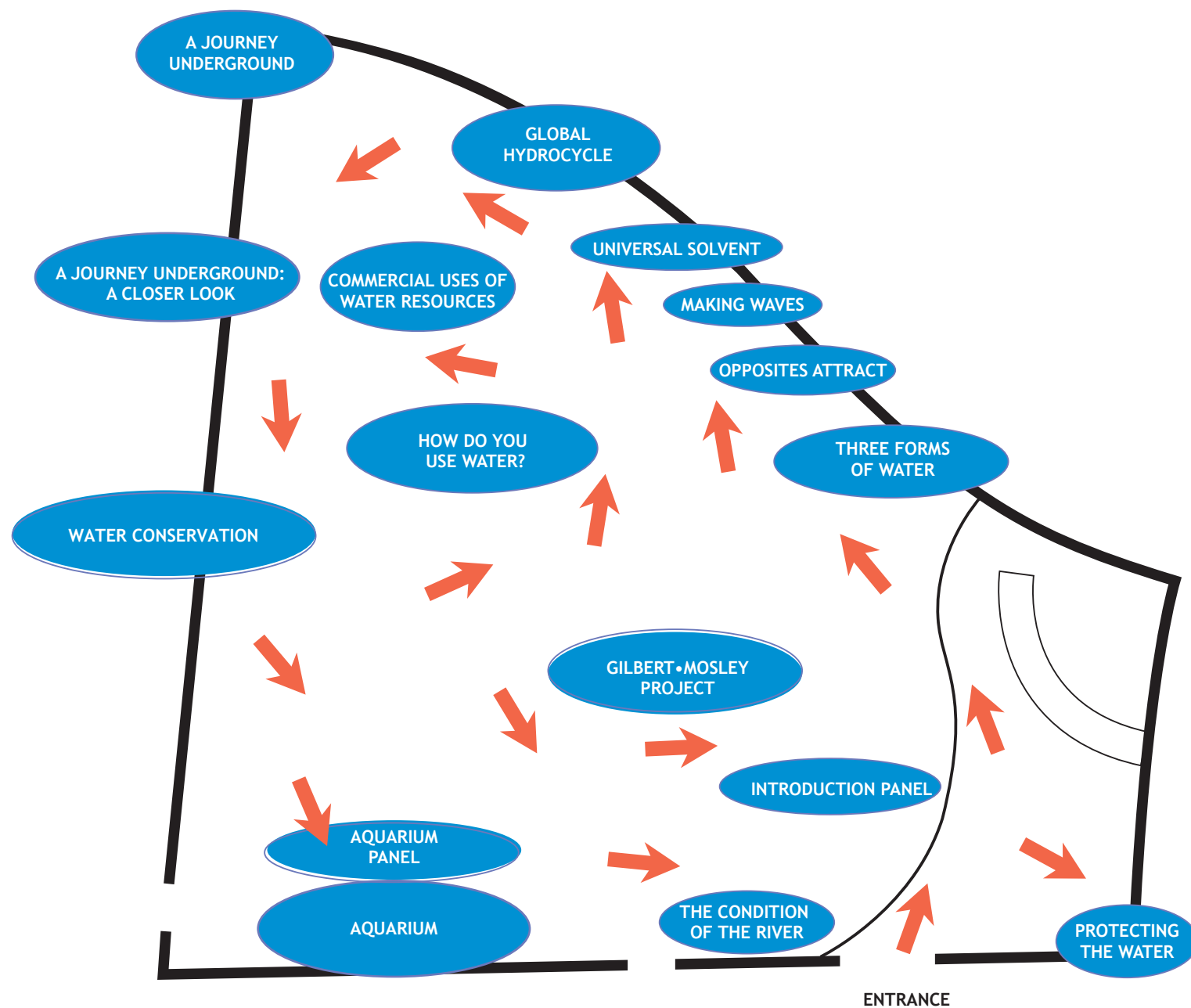
exhibition for the gilbert•mosley project conceptual design

captive flow

the endless journey of water

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Our interpretive goal is to transport the visitor on a journey of discovery about water, its internal properties, and its unique presence in the biosphere. A glowing blue introduction panel beckons the visitor from the main entrance. Here, a spiral merges water with its three forms, inviting us to plunge beneath the surface to look at water from the inside out.

We are introduced to the three forms of water in an animation that takes us inside the water molecule. Wave shaped panels and supportive photographic examples broaden our understanding of the unique atomic bonds that give water its characteristic surface tension and universal solvency.

Understanding some basic physics about the arrangement of atoms within the water molecule has prepared us for the big picture: the global hydrological cycle. A cycloramic mural illustrates water in all its captive states around the globe.

This mural integrates seamlessly with sculpted land forms that depict the local subsoil, groundwater, aquifers, and streams and rivers. Interpretive labels identify distinct zones within the earth, revealing their connection to the greater hydrocycle.

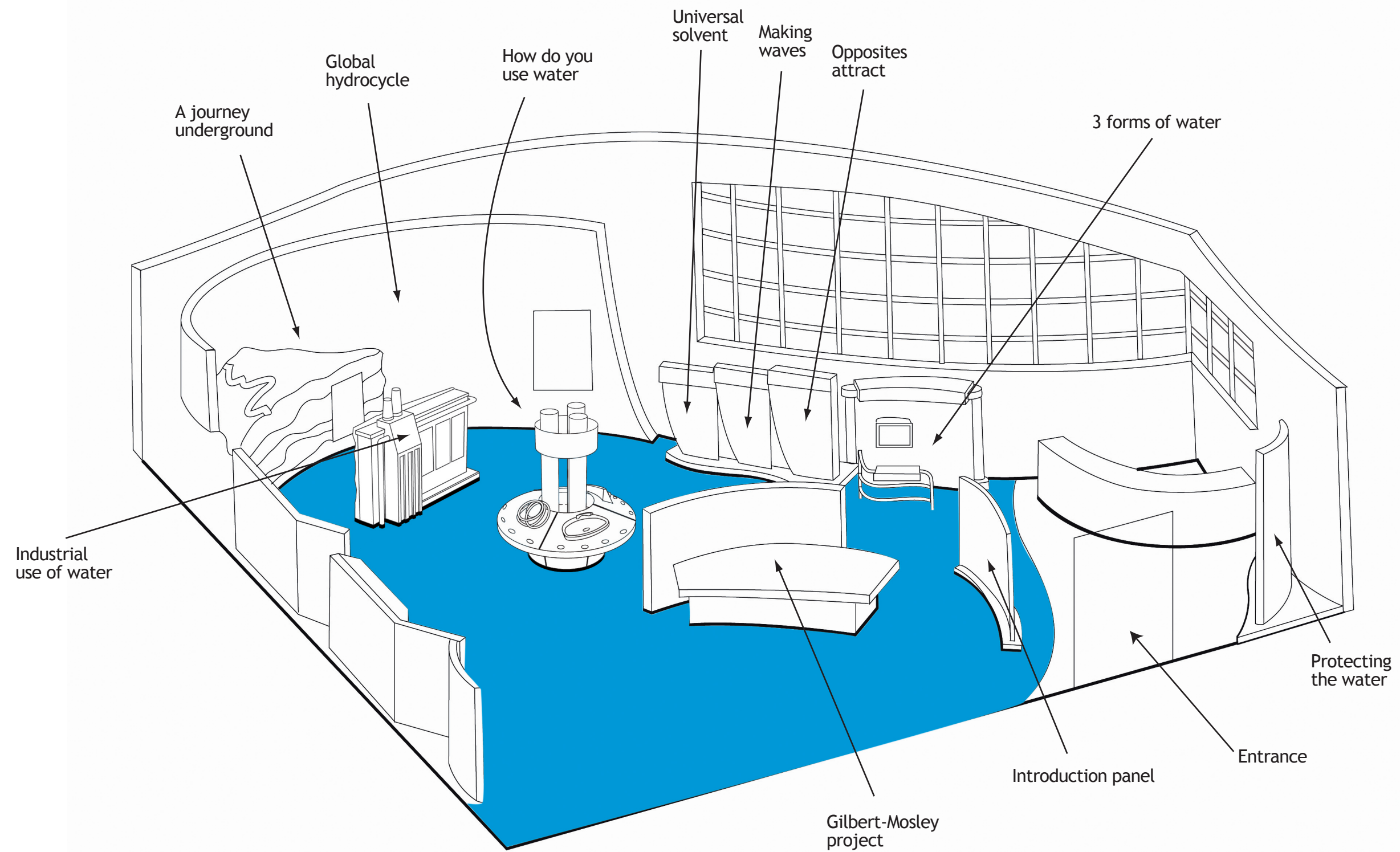
The underground journey receives special focus. Back lit soil sections reveal how water conveys in different soil types. Fiber optic lighting displays the circuitous movement of water through the ground.

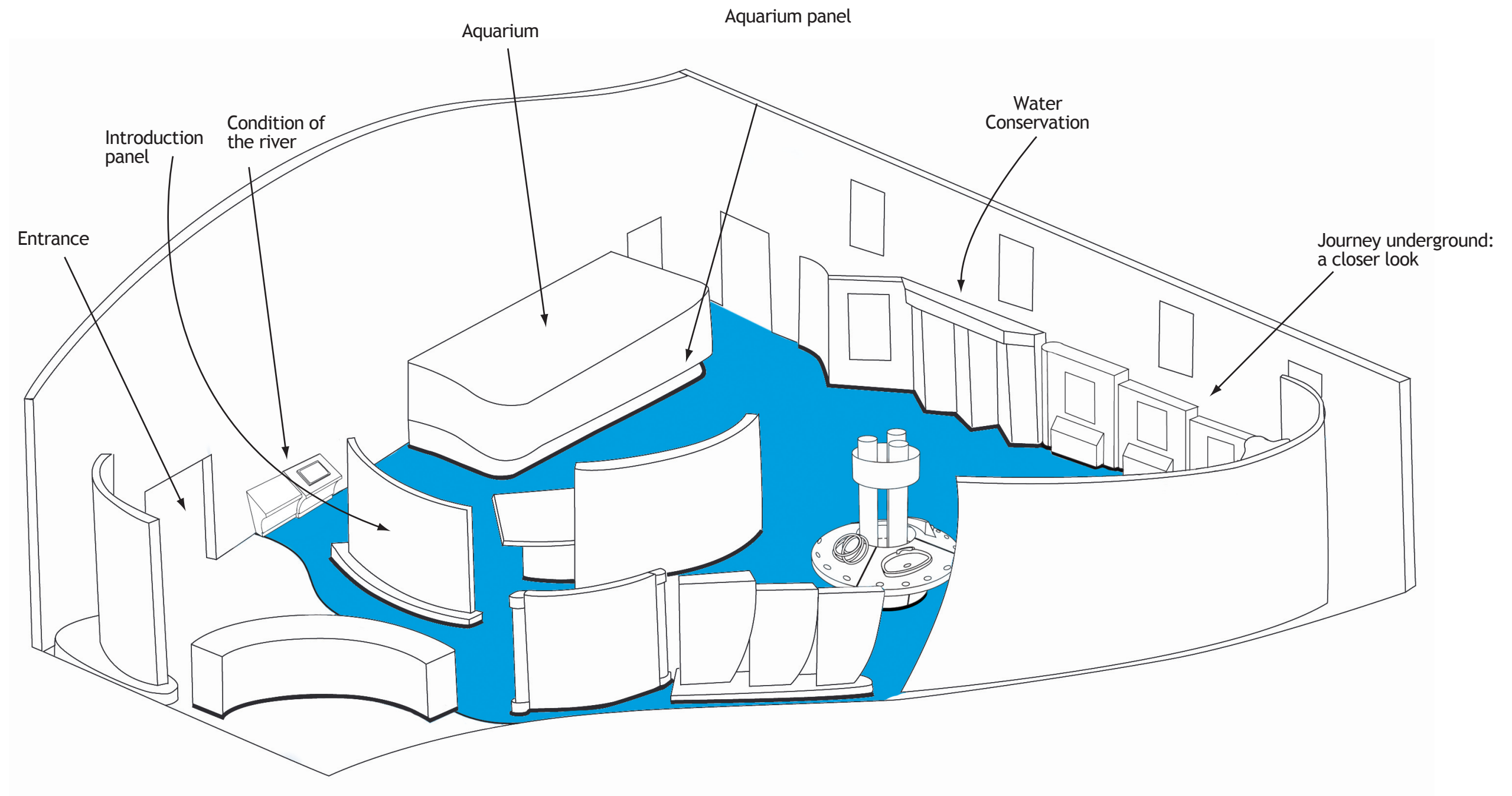
Temporarily captive in underground formations, water is vulnerable to contamination. Projecting walls form pictorial earth sections to illustrate what happens when contaminants are spilled on the ground. Domestic spills are paired with industrial spills, and their toxic pathways are followed from surface to aquifer. Visitors are further invited to think about their own domestic water consumption in relation to commercial and municipal uses.

The Gilbert-Mosley Project exhibit serves as a stand alone experience of the history of the remediation effort. It also integrates earlier knowledge about polarity, ground flow, and contamination in a site specific exhibit.

The condition of the Arkansas River is updated in a real-time monitoring of essential features, including turbidity, flow, ph, conductivity, dissolved oxygen, and temperature.

Accepting the challenge to reconsider one's own water use is the most important mission of this exhibit. A call to become pro-active in the quest for clean and sustainable water is the focus of "Protecting The Water: The Road Ahead". This stewardship station is placed near the entrance to inspire awareness and action in the visitor who has spent time with the entire exhibition, or one who never quite makes it to the introduction panel.





Main text panel with photos

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Main text panel with photos

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Main text panel with photos

groundwater contamination

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Graphic panels

Primary graphic panels are united by their header design, which features the motif of a flowing river and a predominant spiral image. The prevailing colors of the headers change to reflect their position in the exhibit. Subjects that identify water’s characteristics are generally rendered in blues. These sections include The Three Forms of Water, Opposites Attract, How Do You Use Water, and The Gilbert-Mosley Project. Sections identifying locations of water are generally rendered in greens. These sections include the Global Hydrocycle, the Underground Journey, the Underground Journey: A Closer Look, and Commercial Uses of Water. The exhibit section on groundwater contamination show graphics predominantly rendered in browns.

A continuous feature uniting the graphic panels and graphic motifs throughout the exhibition is the spiral. It represents the continual transformation of water in its three captive states, and indeed is the capturing form itself. Its circular shape reinforces the concept of the hydrocycle, the presence of water all around us, as well as the radial footprint of the building’s architecture.

Secondary text panel

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conceptual exhibit design for the gilbert•mosley project

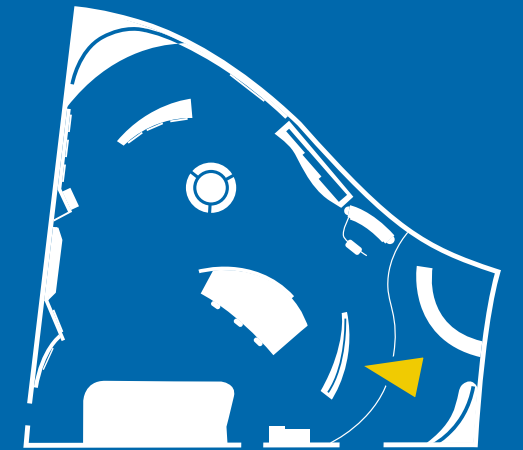
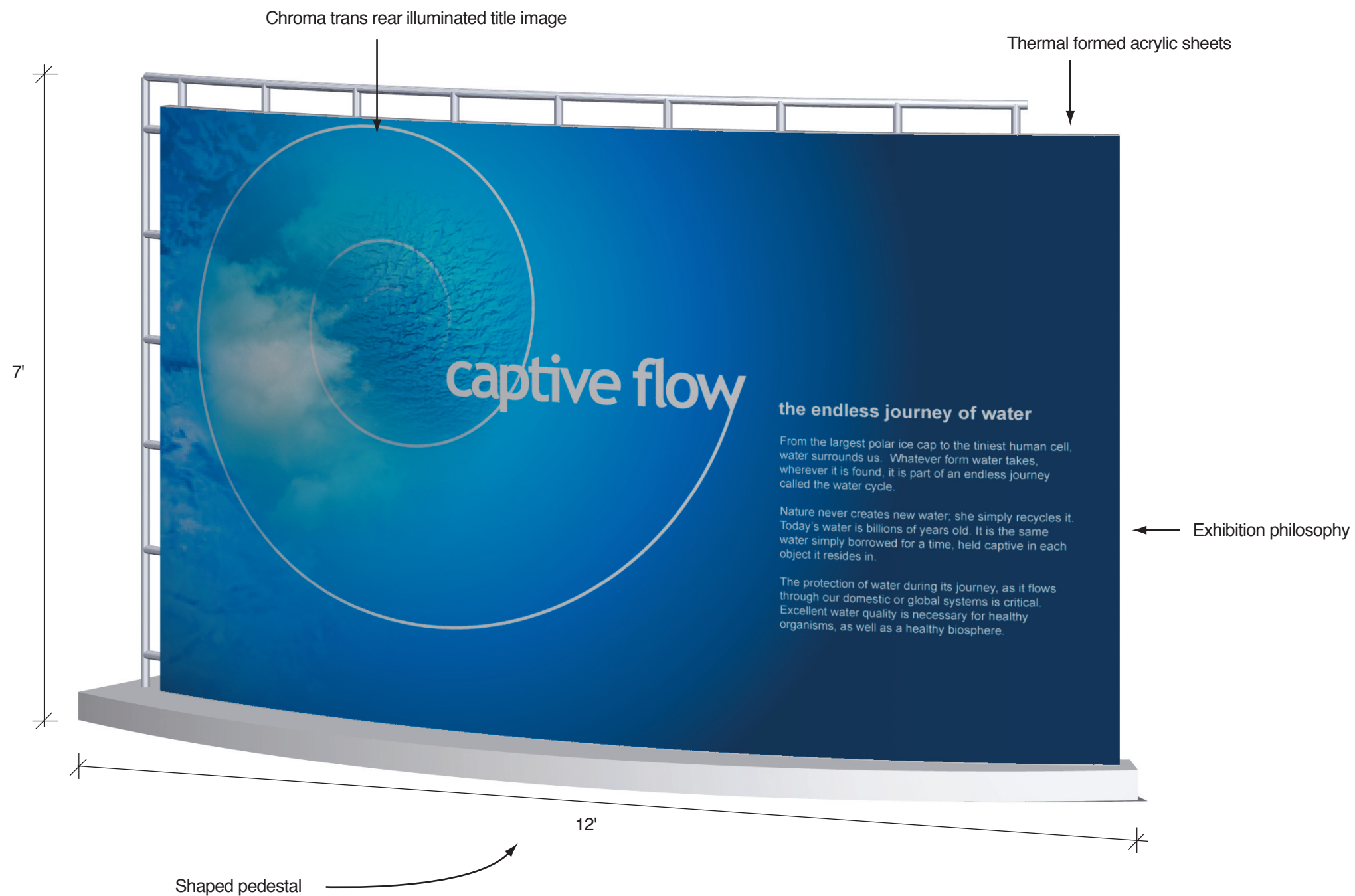
TAYLOR STUDIOS INC.

1320 Harmon Dr. Rantoul, IL 61866 (217) 893-4874

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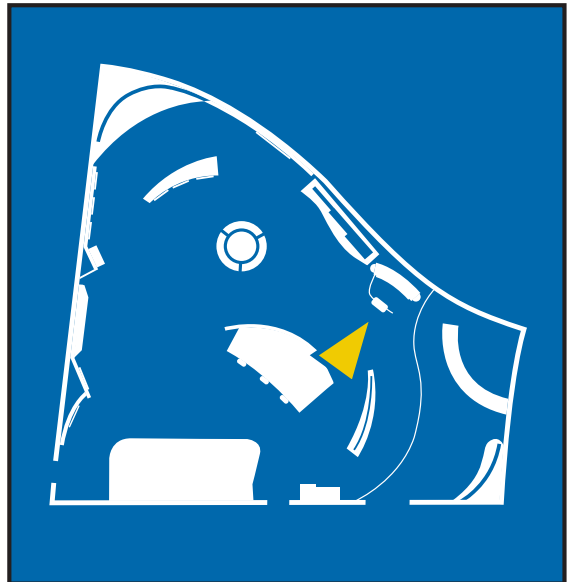
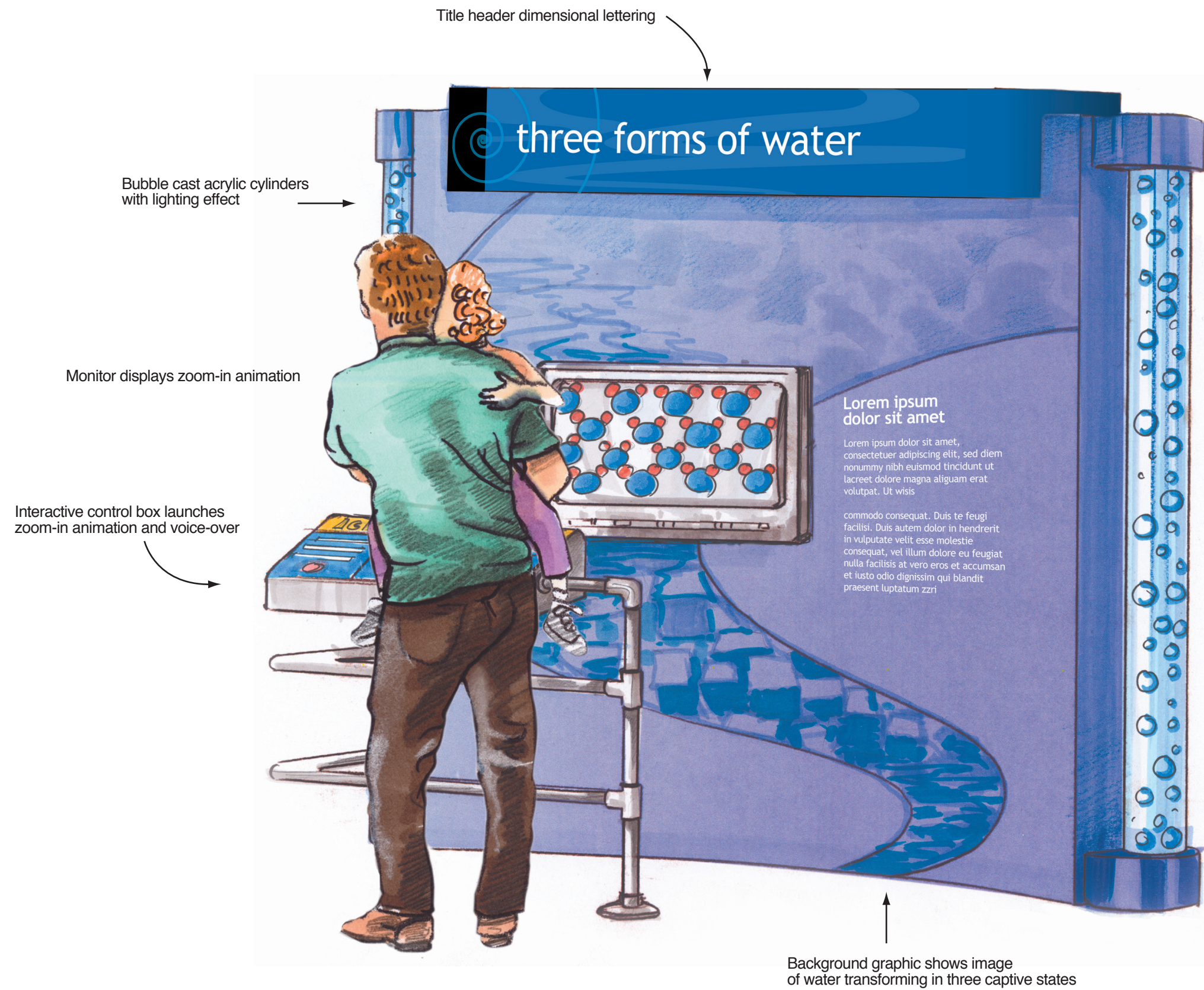
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4



Introduction panel

The introduction panel is composed of thermal formed sheets of acrylic that house the central image for the gallery. The image features water, ice, and water vapor in a spiral continuum, flowing to fill the panel with a deep blue color. The entire panel will be rear illuminated, giving it an inviting and mysterious glow. Here, the visitor will read the Exhibition Philosophy. Our visitor may be amazed to learn that all the water that exists today is the same water that has always existed on earth. An introduction to the concept of "the captive flow" prepares the visitor to undertake the journey of water, and to reflect on the necessity of clean water for all of earth's creatures and habitats.

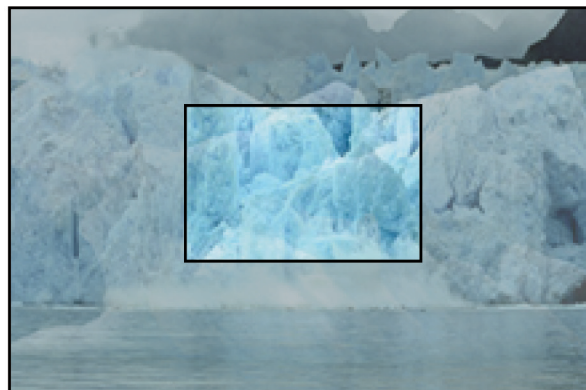


Three forms of water

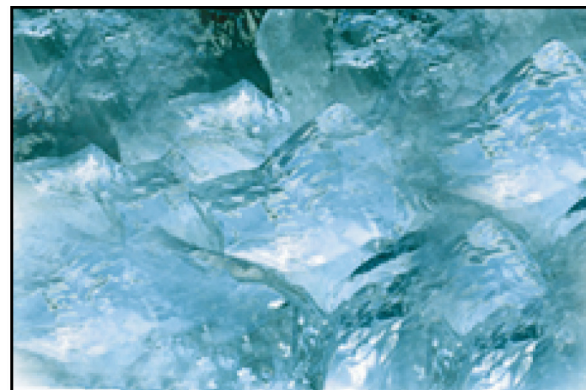
This first exhibit after the introduction panel incorporates the images of ice, water, and water vapor into its background. Designed to feel like a stylized arcade, the visitor is invited to become intimate with water in its three captive states. Bubble cast acrylic cylinders at the exhibit's periphery slowly pulse with changing color, suggesting the continuity of transforming states.

An interactive panel is connected to the background by the ever present piping system that joins the exhibition gallery as a whole. Here, the visitor chooses among ice, water, and water vapor. A corresponding button starts an animation that zooms into the molecular structure of water in that state. A voice-over interprets the effect of heat energy on the arrangement of molecules in ice, water, and water vapor.

The interpretive goal of this exhibit is to introduce the visitor to water as a chemical, composed of molecules of Oxygen and Hydrogen. The visitor will be amazed to learn that water is the only substance on earth found in all three states at normal biosphere temperatures.



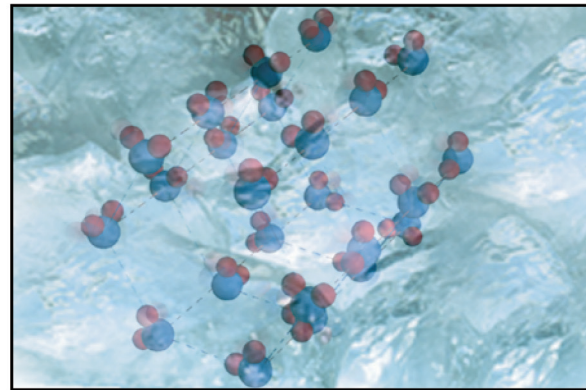
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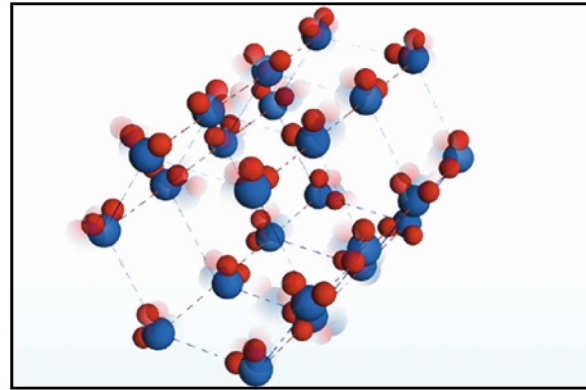
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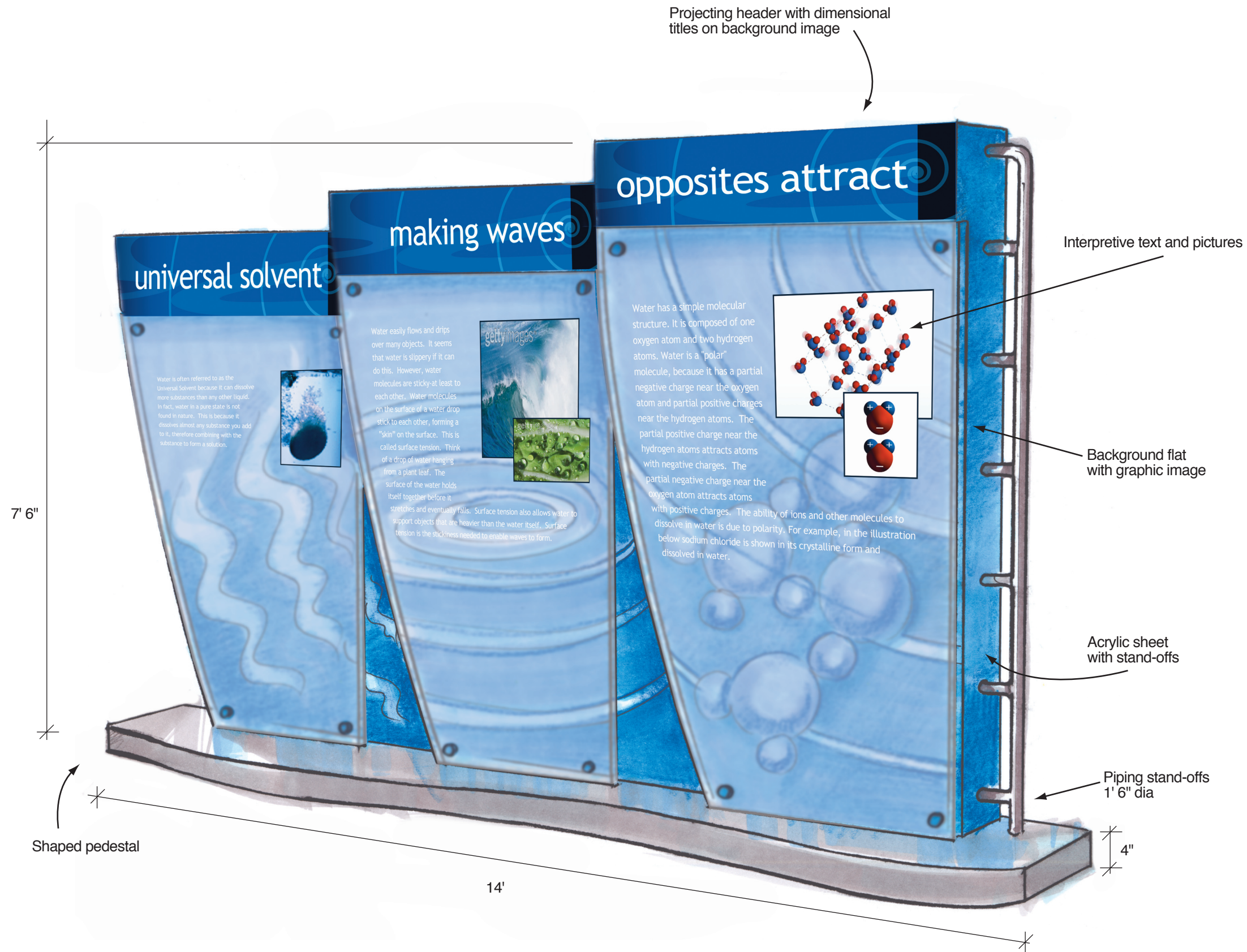


Animation sequence sample: ICE

running time: 60 - 90 seconds

This is a story board for how the animation for ice might appear. It begins with a picture of ice that the visitor will recognize from the Intro panel and the background of this exhibit. A narrator introduces the topic of ice as we begin to zoom in on the ice formation. We glide into an image of the crystal-line structure of ice, toward its core. We come to a 3D representation of the vibrating molecules of ice locked in a lattice like structure with each other.

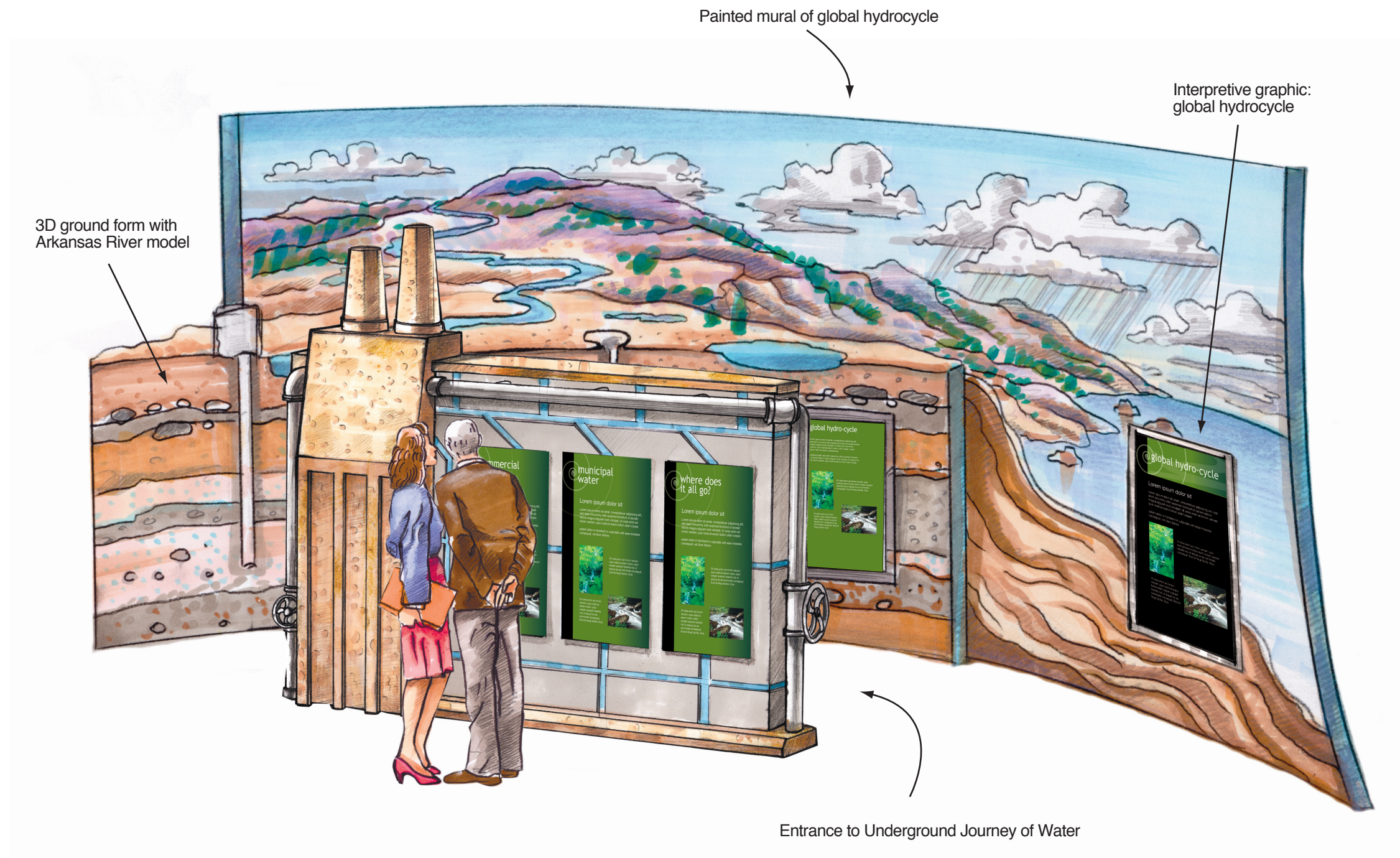
In each animation, the narrator delivers the interpretive content as we zoom in to observe the molecules of ice, water, and water vapor. The visitor learns that the bonds existing between molecules are affected by the heat energy they are exposed to. They will also learn that these are very special characteristics of water, not shared by any other known chemical. Other content may include fascinating statistics such as how much of the world's water is locked up in ice form, why ice floats, and how the expansion of ice (approx 9% by volume) has helped form the landscape around us.



Opposites Attract

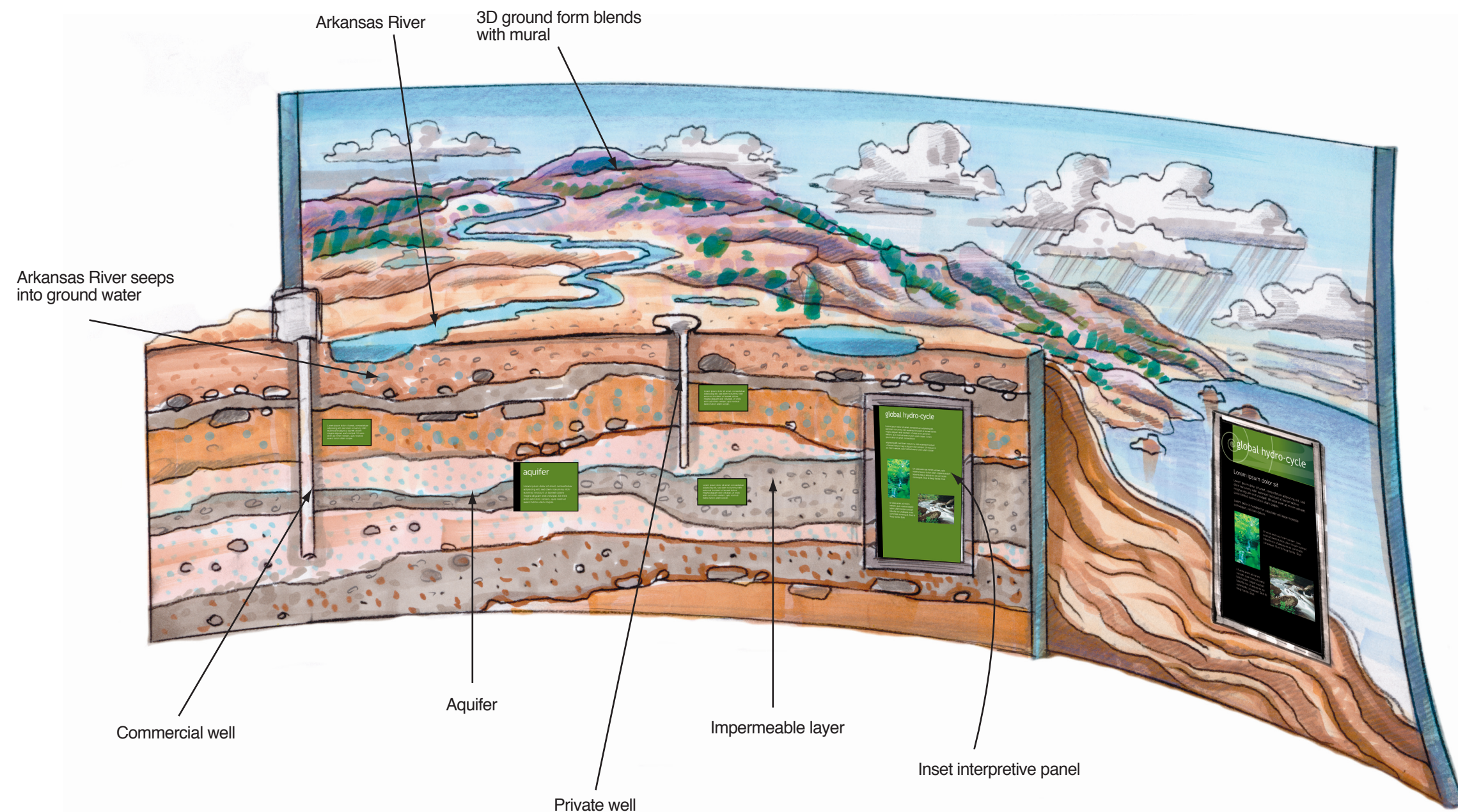
The visitor encounters three shaped panels on a glossy white pedestal. They are staggered and stair stepped in a hierarchy of attributes. The grouping of panels seems to be fed by the 1.5" vertical piping. A shaped acrylic sheet stands off from the background, captured by the projecting header. Interpretive text and pictorial samples float on its surface, white letters against the deep blue backgrounds. The arched shape of the flats are intended to propel one toward the large mural of the global hydrocycle.

The interpretive goal of this exhibit is to further the visitor's understanding of the water molecule. Here, one will be introduced to the polarity of these water molecules, and to important characteristics of water that follow from its polarity, such as surface tension and water as a universal solvent. The visitor will be startled to learn that water's unique polarity allows it to form in waves and droplets, and to defy gravity as it navigates its way through the vascular systems of plants and animals. Equally intriguing is water's ability to interact with other polar compounds, such as salt and other minerals and nutrients, making it the most solvent chemical on earth.



Global hydrocycle

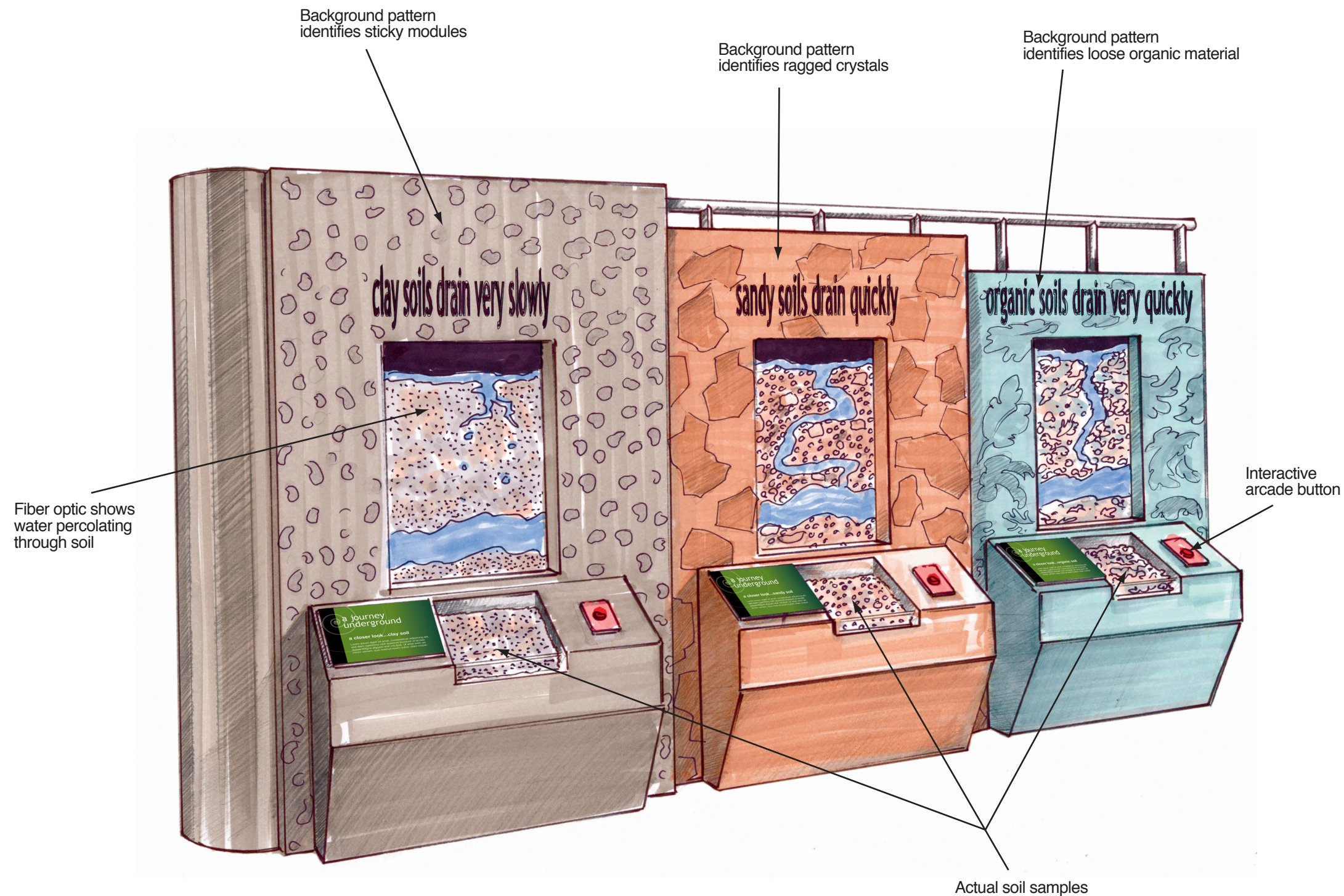
The curved leading edge of this large mural echoes the thrusting counter curve of the previous exhibit. Here, the visitor encounters an expansive representation of the global hydrocycle of water. It rises in height almost to the ceiling, taking advantage of the termination of the long north side window in the gallery. An introductory graphic panel placed over the ocean interprets the movement of water in each of its global systems. Having learned about water on a molecular scale, the visitor is prepared to see water in the big picture. Here, the visitor will learn about the various places in the world that water can be found. The dynamics of water's endless journey can now be understood as a relationship between its molecular characteristics and common earth energies such as gravity, wind, and heat from the sun.



A journey underground

The visitor is conveyed immediately from the Global Hydrocycle to an experience of the Local Hydrocycle, and walks through an underground "tunnel". From inside the corridor, a fully sculpted cross section of the local sub-soil is seen to contain groundwater, aquifers, seeping reservoirs and the Arkansas River with headwaters in the Rocky Mountains. An interpretive panel inset into the earth layers explores such topics as groundwater flow, re-charge basins, the Equus Beds and Great Plains Aquifers. Additional inset labels along both sides of the earthen corridor further identify important regional sub-surface zones.

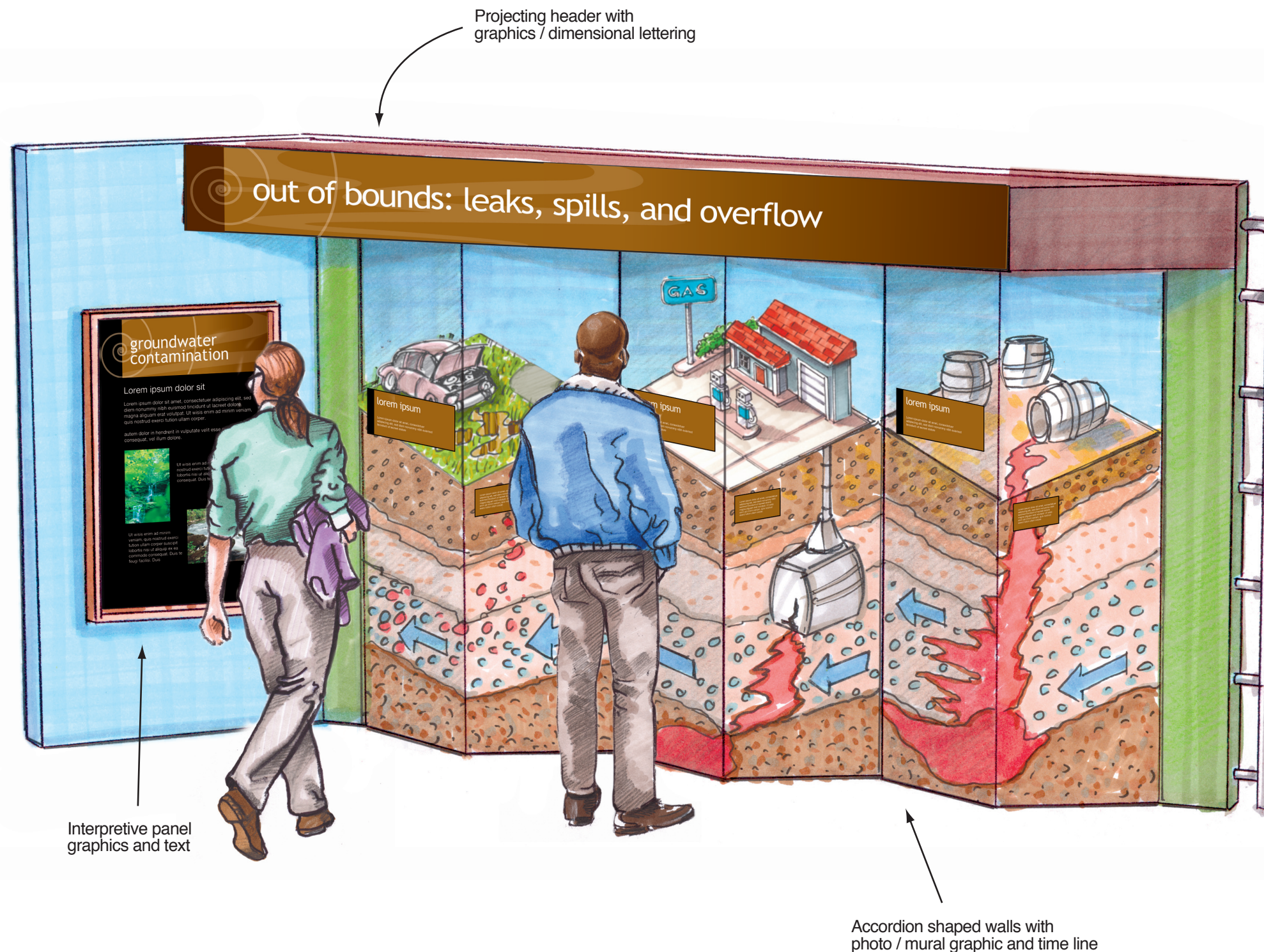
A key interpretive goal for this exhibit is the connection between the global and the local journey of water. The visitor will be astonished to learn that while some water molecules circumnavigate the globe in a matter of hours, others may be locked in underground aquifers for several million years. Private wells can access such captive stores of water, and release to the global hydrocycle molecules of water long buried underground.



A journey underground... a closer look

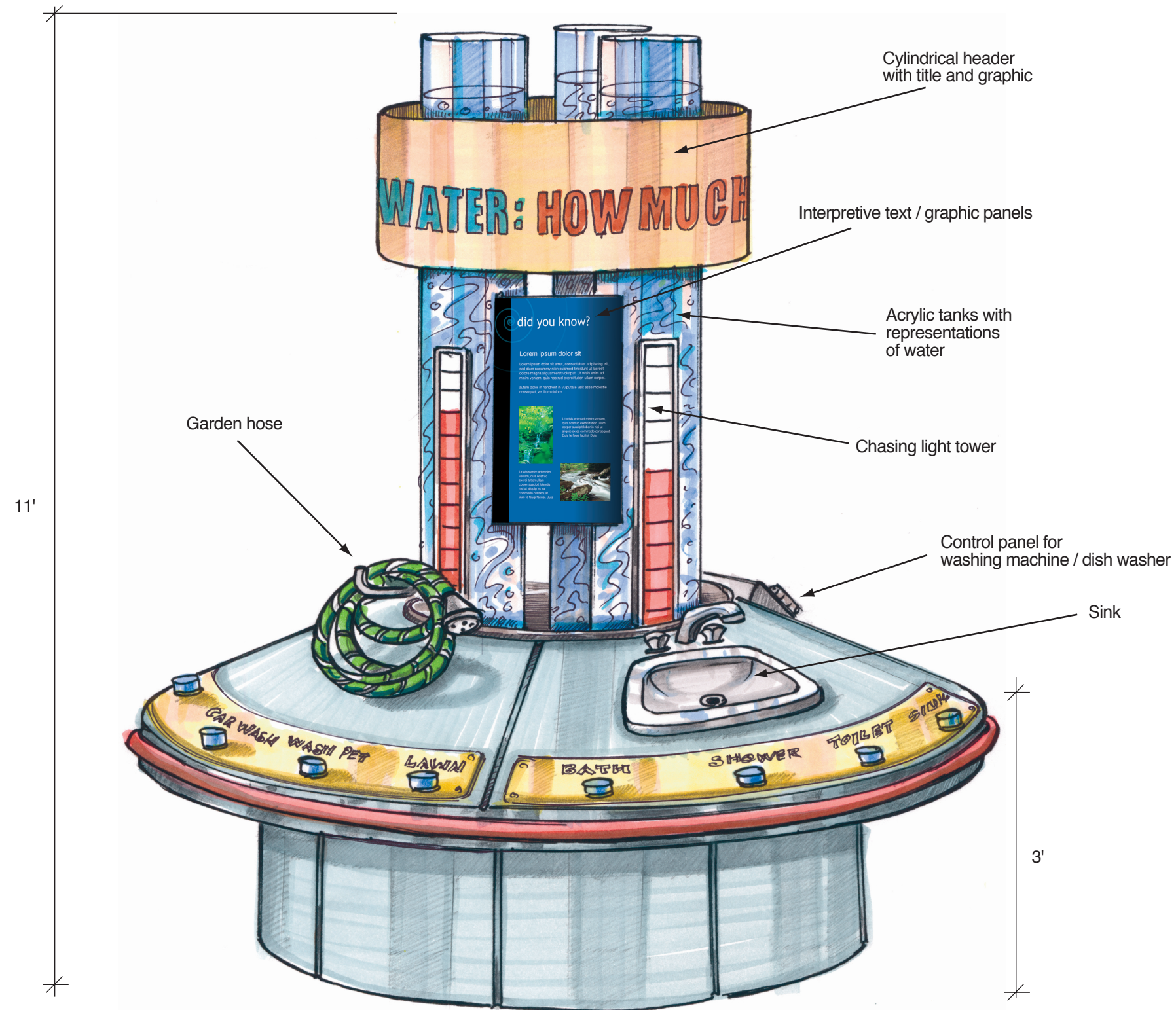
After exiting the subterranean corridor, visitors encounter an exhibit designed to give them a closer look at the journey of water through soils. Three connected exhibit stations identify the three predominant soil types, organic or loamy, sandy, and clay. Interpretive text at each station identifies briefly that soils are comprised of the decomposition of both bedrock and organic materials. Various combinations of minerals and organic matter produce the different soil types. These soil types vary in their capacity to hold and convey water because of differing porosity and forces of attraction between soil and water, called capillarity.

The inset shadow boxes contain representations of these three soil types. The visitor presses an arcade button, and fiber-optic cables or polar motion within the soil representations generate the pathway of water flowing through it. Beneath each window are vitrines containing actual samples of the corresponding soil. Interpretive text discusses the origin of that soil's composition, its geographic location, and the rate at which water passes through it. The visitor will be intrigued to see that water conveys very differently in these soil types.



Groundwater contamination

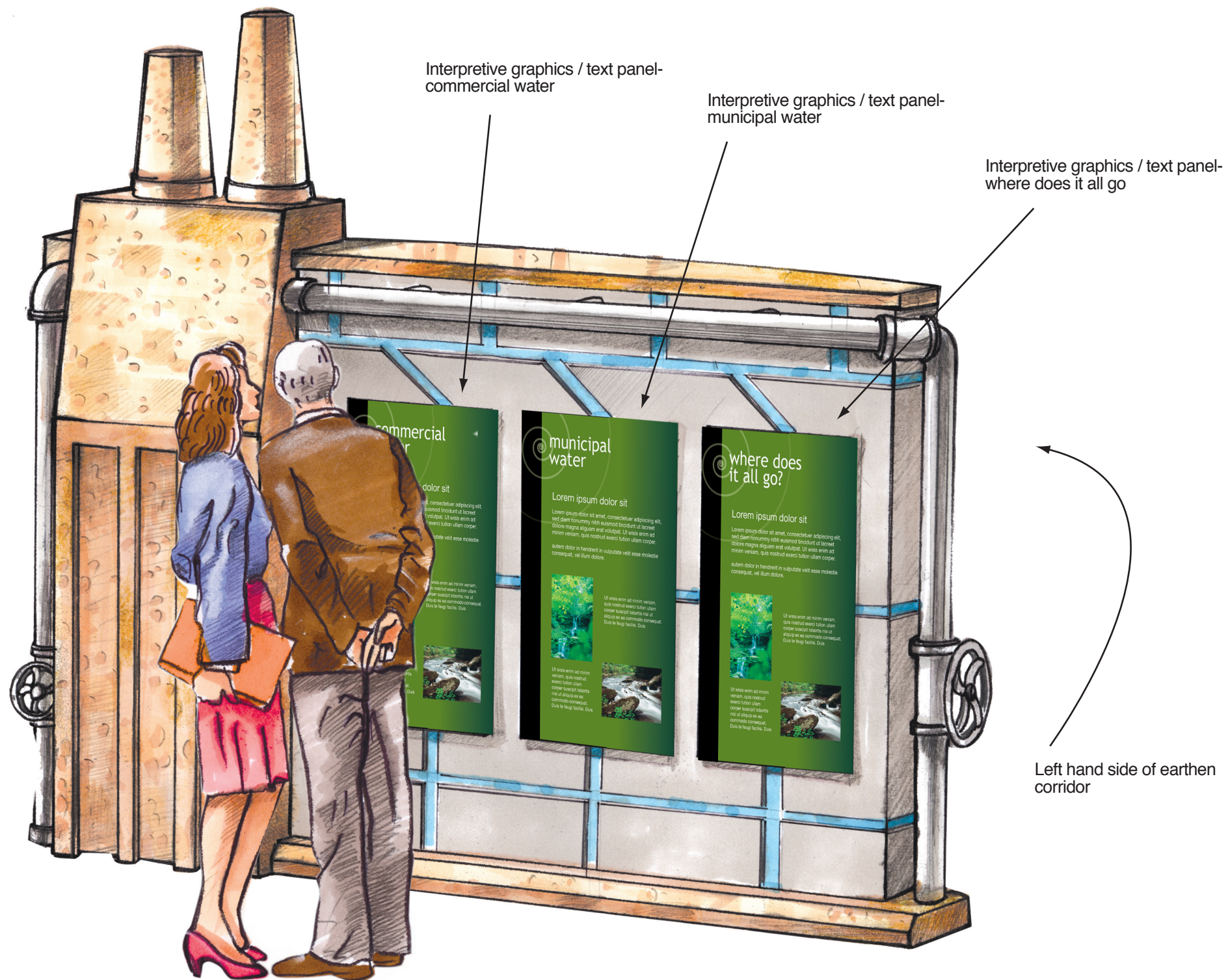
A visitor entering the groundwater contamination exhibit has been prepared to think about the captive state of water underground, and a variety of sub-surface zones. This exhibit reveals how vulnerable groundwater is to contaminants, and how those zones affect its conveyance through the ground. Three sets of projecting walls will compare section views of three variable sources of contaminants. Those sources compared may be: an above ground spill, the rupture of a below ground storage tank, and a domestic source such as carelessly discarded motor oil. Interpretive labels identify layers of the sub-surface, such as the unsaturated Vadose Zone, Impermeable Zones, Saturated Zones, etc. The visitor may be surprised to see that improperly discarded contaminants in both commercial and domestic arenas can have a damaging effect on groundwater. An interpretive panel with graphics, text, and supporting photographs summarizes the sources of groundwater contamination, and explores the effects of groundwater migration and surface run-off on those sources.



How do you use water

For this interactive exhibit, the visitor is invited to compare a variety of domestic tasks that require water. The exhibit is broken into three modules, each identified by a common household fixture, such as a sink, a garden hose, and the control panel for a washing machine/dish washer. Four to six arcade buttons in each area initiate chasing lights in a vertical light tower. As a button corresponding, for example, to taking a bath is depressed, a vertical band of light travels upward to indicate the amount of water an average bath would require. Divisions within the light tower represent average quantities for each of the corresponding tasks. The visitor is thus able to compare average water consumption required by diverse household tasks such as washing a normal sized pet, and washing a car.

The interpretive goal of this exhibit is to give the visitor an entertaining process by which to examine personal water consumption habits as well as compare a range of water consuming tasks. The visitor will enjoy activating the light panels, and seeing normal tasks instantly quantified. Interpretive text placed between the tanks (which contain not real water, but translucent representations) will suggest many ways to decrease personal consumption, such as placing a brick in the toilet tank, timing showers, using bath water for plants, and turning off water while brushing teeth and shaving.



Commercial and municipal water uses

Utilizing the back side of the earthen corridor, this exhibit uses large graphic and text panels to explore commercial and municipal uses of water. Since this exhibit shares the same general area as the "How Do You Use Water" interactives, the visitor will be interested to compare domestic water use with commercial and municipal water use. Here, one will learn about average daily water demand, and the biggest users of our water resource. The visitor will be surprised to learn that oil refineries use over a hundred times the amount of water used by car washes in the U.S. Graphs and photographic images will further explore water use by a variety of industries including hotel and restaurants, meat packing, stores and offices, and dairy farms and agri-businesses.

Summarizing this area of domestic and commercial water use will be a large graphic and text panel titled "Where Does It All Go?". Located on the far right side of this wall, it is next to the entrance of the underground tunnel in the global hydrocycle area. The visitor has been exploring the water captive in commercial and domestic systems, and can now understand that the destiny of all water temporarily captive is to re-enter the hydrocycle. It may do so by joining other run-off and flow into streams and lakes, or by merging with water in the ground, or by evaporating into the air. Thus, the visitor understands that human systems of capturing the flow of water, be it in an individual's body or in the municipal water storage and treatment system of a large metropolitan area, are an integral part of the global hydrocycle.



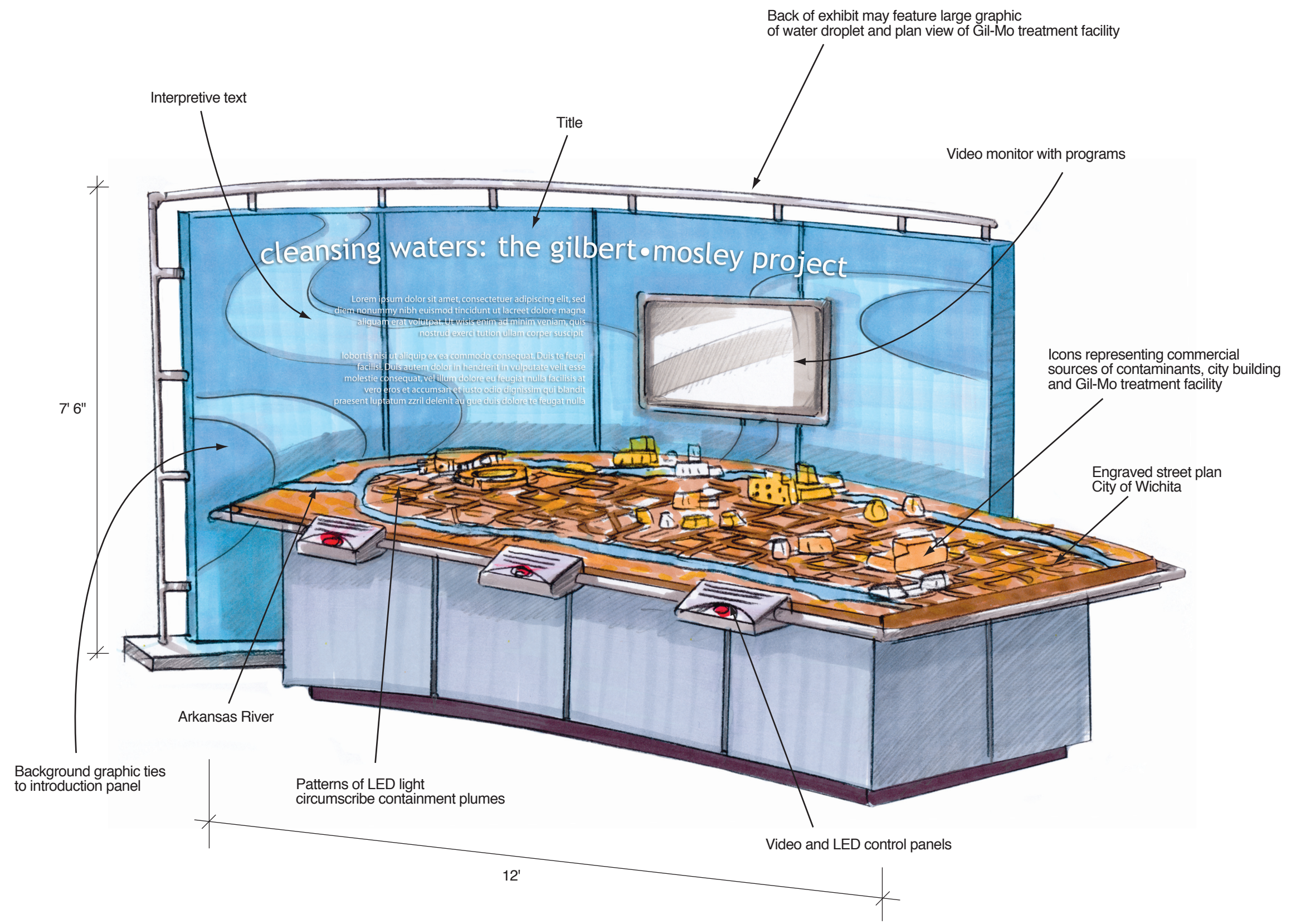
Gilbert-Mosley Project

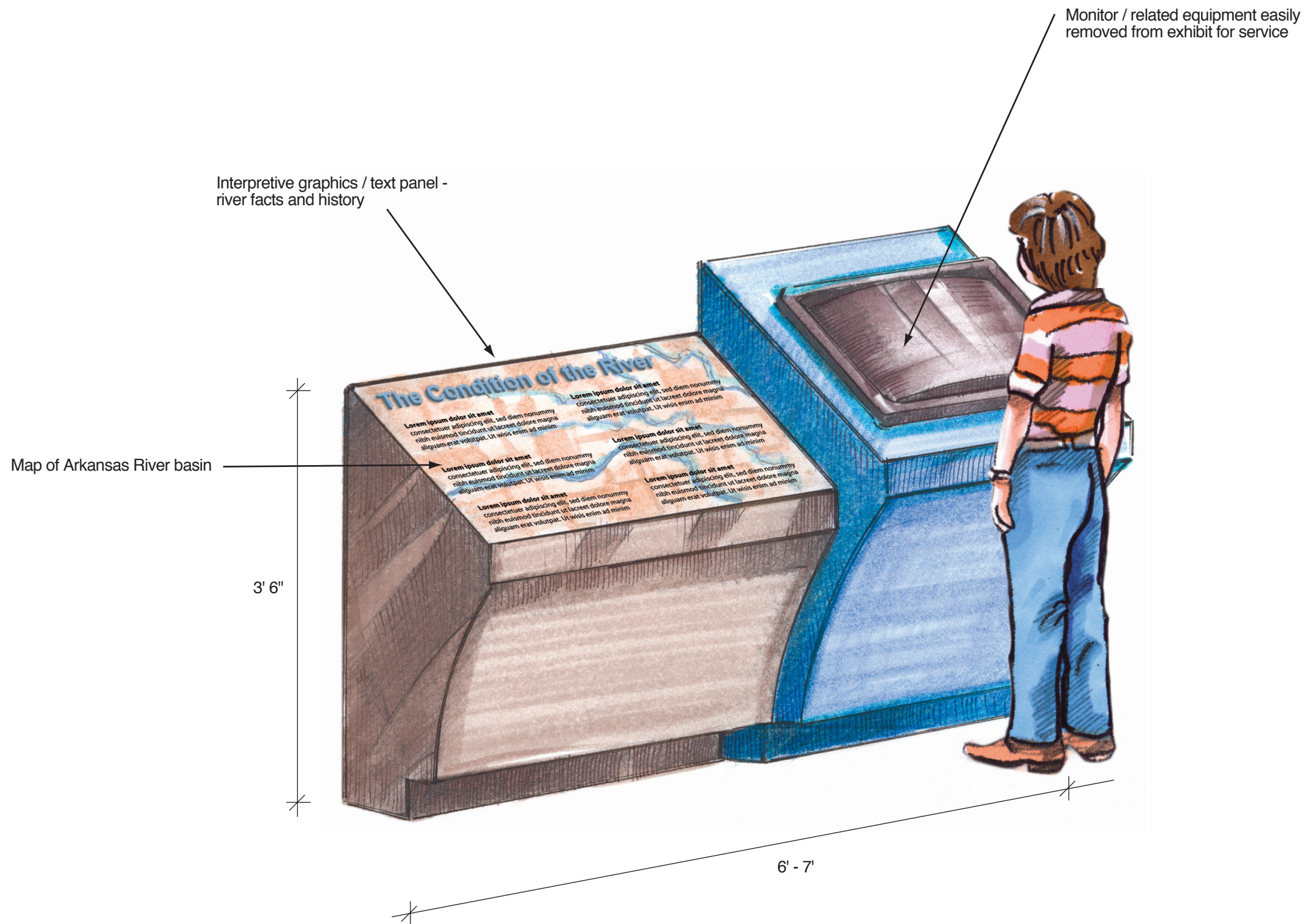
The Gilbert-Mosley exhibit is one of the most involved in the gallery. It combines video and LED interactives along with a dimensional topography of the contaminated site. Here, the visitor interacts with this multi-functional map to learn about the history of the Gilbert-Mosley Project. The control panels and video programs are broken into three subject areas: discovery and chemistry of the contaminants, the unique liaison between public, private, and governmental sectors, and the technology of the remediation process.

By pressing buttons on the first control box, the visitor will launch a short video program on the spilling of chlorinated solvents, their absorption into the subsoil below Wichita, the invasion of groundwater and the formation of toxic plumes. LED lighting strings will illuminate the toxic zones below the city streets. Visitors will be surprised to see the scope of the contamination. They will learn about the special characteristics of chlorinated solvents, how long they persist in the environment, and how they affect human health.

By pressing buttons on the second control box, the visitor will launch a short video program on the unique liaison between various sectors of the Wichita community. LED lighting strings will illuminate important civic buildings and businesses collaborating in the effort to remediate the groundwater. Visitors will be inspired by this unique coalition of diverse entities, and the efficiency with which remediation solutions were dispatched.

By pressing buttons on the third control box, the visitor will launch a short video program outlining the methods of groundwater remediation utilized by the Gilbert-Mosley Project. Visitors will learn about the thirteen wells built over the toxic plumes, and the pumping of contaminated water into the treatment facility. They will be amazed to learn that the once contaminated water exits the facility clean enough to be returned to the river. They will also be impressed with the scope of its mission, which may take 70 to 100 years to fully treat contamination below the streets of Wichita.

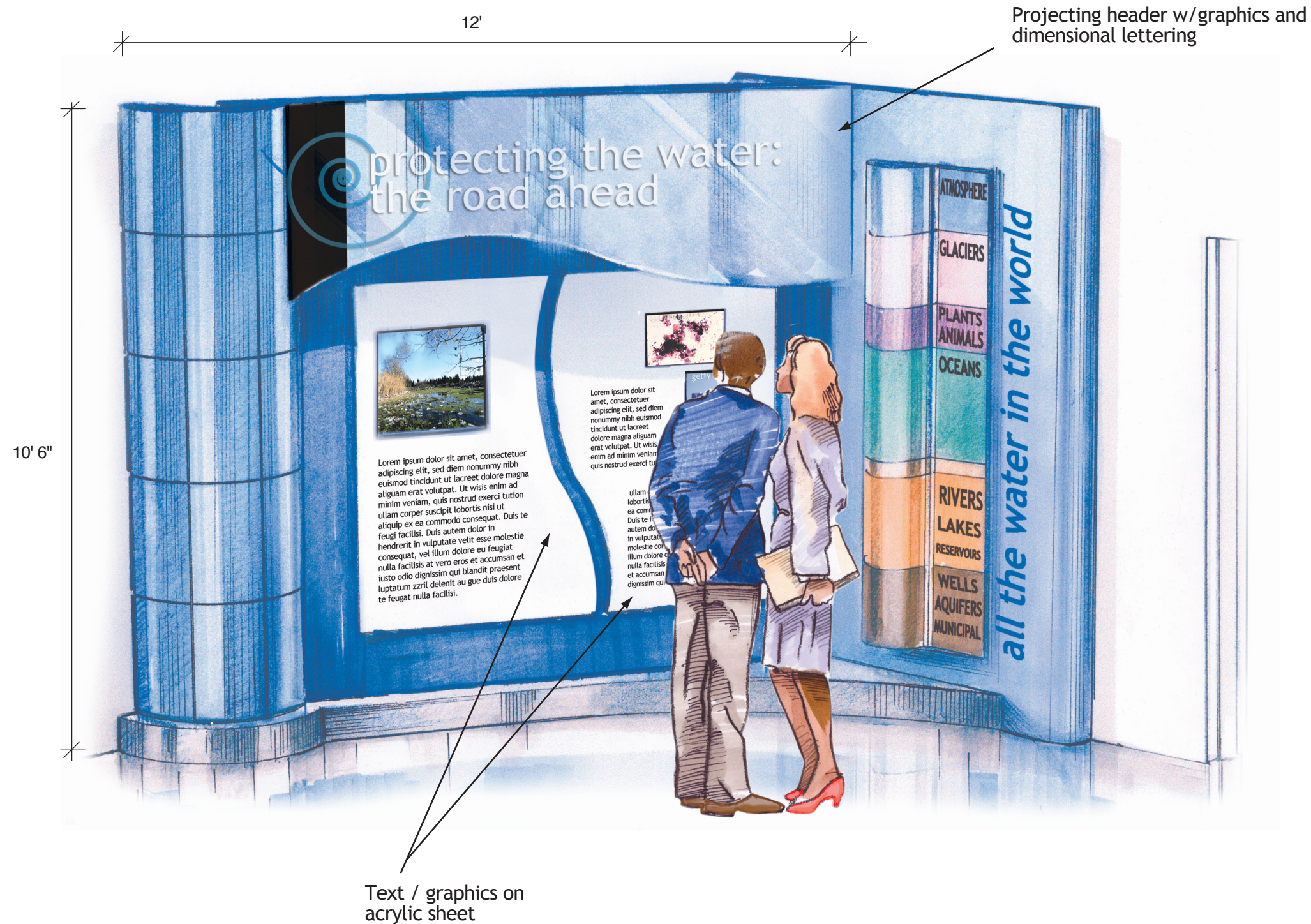




The condition of the river

This exhibit, titled "The Condition of the River", occupies an area in close proximity to the aquarium. Both of these displays involve the Arkansas River and its habitat. This exhibit seeks to provide a real time updating of some of its relevant features such as turbidity, flow, ph, conductivity, dissolved oxygen, and temperature.

Here, the visitor encounters a video monitor with constant readings, and an adjacent panel. This is the interpretive panel, which carries the title of the exhibit and a brief explanation of what the relevant features mean. This text is overlain onto a map of the state of Kansas.



Protecting the water

This exhibit, entitled "Protecting the Water", may be thought of as the first exhibit encountered in the gallery, the last, or both. It has been placed near the entrance to inspire awareness and action in the visitor who has spent time with the entire exhibit, or the visitor who never quite makes it to the introduction panel.


This exhibit is composed of an arched background wall, a shaped header with title and call to action, and a counter-curved acrylic sheet. The background is a montage of transforming ice, water, and water vapor. The motif of the silhouetted river, common to the graphic headers of the interpretive panels, is here seen as a road diminishing to the horizon.

The long, shaped, acrylic sheet projecting from the surface carries the type and supporting images. This content is broken into three parts, all supported by accompanying text and photographic images:

Cleaning Up the Watershed: facts and clean-up suggestions such as: run-off diversion creates buffers and easements adjacent to water resources reducing the amount of pollutants available to enter storm water.

NPS: Non Point Source Pollution: pollution that can't be attributed to any one source. Includes suggestions such as: keeping fallen leaves out of streetside gutters, clean up pet wastes, collect automotive wastes for proper disposal.

Call Your Congressman: reveals media sources for information on how elected officials handle water quality issues. Contains information on how best to contact local, state, and federal officials for information and citizen response.



Eventually, all things merge into one, and a river runs through it. The river was cut by the world's great flood and runs over rocks from the basement of time. On some of the rocks are timeless raindrops. Under the rocks are the words, and some of the words are theirs. I am haunted by waters.

-Norman Maclean, A River Runs Through It, 1989

Opportunity Title:	Museums for America
Offering Agency:	Institute of Museum and Library Services
CFDA Number:	45.301
CFDA Description:	Museums for America
Opportunity Number:	MFA-FY09
Competition ID:	MFA-FY09
Opportunity Open Date:	08/26/2008
Opportunity Close Date:	11/01/2008
Agency Contact:	Sandra Narva or Steven Schwartzman Senior Program Officers Phone: 202/653-4634 or 4641 E-mail: SNarva@imls.gov or SShwartzman@imls.gov

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

* **Application Filing Name:** WATER Center - City of Wichita

Mandatory Documents

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

Application for Federal Domestic Assistance-Sho
Project Abstract
Attachments

Optional Documents

Other Attachments Form

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

Instructions

- Enter a name for the application in the Application Filing Name field.**
 - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
 - You can save your application at any time by clicking the "Save" button at the top of your screen.
 - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.**
 - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
 - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
 - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
 - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- Click the "Save & Submit" button to submit your application to Grants.gov.**
 - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
 - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
 - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
 - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational

Version 01

* 1. NAME OF FEDERAL AGENCY:

Institute of Museum and Library Services

2. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

45.301

CFDA TITLE:

Museums for America

* 3. DATE RECEIVED:

Completed Upon Submission to Grants.gov

SYSTEM USE ONLY

* 4. FUNDING OPPORTUNITY NUMBER:

MFA-FY09

* TITLE:

Museums for America

5. APPLICANT INFORMATION

* a. Legal Name:

City of Wichita - WATER Center

b. Address:

* Street1:

101 E Pawnee

Street2:

* City:

Wichita

County:

* State:

KS: Kansas

Province:

* Country:

USA: UNITED STATES

* Zip/Postal Code:

67211

c. Web Address:

http:// www.wichita.gov/cityoffices/environmental/watercen

* d. Type of Applicant: Select Applicant Type Code(s):

C: City or Township Government

Type of Applicant:

Type of Applicant:

* Other (specify):

* e. Employer/Taxpayer Identification Number (EIN/TIN):

48-6000653

* f. Organizational DUNS:

043063460

* g. Congressional District of Applicant:

KS-004

6. PROJECT INFORMATION

* a. Project Title:

Opposites Attract: Exploring the Unique Nature of Water

* b. Project Description:

Through interpretive panels, graphics, and simple hands-on elements, the Opposites Attract exhibit will challenge WATER Center visitors to connect the molecular nature of water to Wichita's local groundwater pollution project. Visitors will learn that water molecules carry both positively and negatively charged atoms, giving the molecules polarity. Visitors will then discover that important characteristics arise from water's polarity such as surface tension and solvency. Finally, visitors to the Opposites Attract exhibit will realize that water's polarity allows it to form waves and droplets and to seemingly defy gravity in the vascular systems of plants and animals. After understanding these basic concepts, visitors will understand why water's capillary action, along with its polarity, pulls pollutants along with the water as the water travels. Additionally, understanding water's behavior will prepare visitors for subsequent exhibits on geology, soil formation, and pollution.

c. Proposed Project: * Start Date: 08/01/2009 * End Date: 12/31/2010

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational

Version 01

7. PROJECT DIRECTOR

Social Security Number (SSN) - Optional:

000-00-

Disclosure of SSN is voluntary. Please see the application package instructions for the agency's authority and routine uses of the data.

Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Kay"/>	Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Johnson"/>		Suffix: <input type="text"/>
* Title: <input type="text" value="Director"/>		* Email: <input type="text" value="kjohnson@wichita.gov"/>
* Telephone Number: <input type="text" value="316-268-8351"/>		Fax Number: <input type="text" value="316-268-8390"/>
* Street1: <input type="text" value="Department of Environmental Services
1900 E. 9th"/>		Street2: <input type="text"/>
* City: <input type="text" value="Wichita"/>		County: <input type="text" value="Sedgwick"/>
* State: <input type="text" value="KS: Kansas"/>		Province: <input type="text"/>
* Country: <input type="text" value="USA: UNITED STATES"/>		* Zip/Postal Code: <input type="text" value="67214"/>

8. PRIMARY CONTACT/GRANTS ADMINISTRATOR

<input type="checkbox"/> Same as Project Director (skip to item 9):		Social Security Number (SSN) - Optional: 000-00- <input type="text"/> Disclosure of SSN is voluntary. Please see the application package instructions for the agency's authority and routine uses of the data.
Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Libby"/>	Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Albers"/>		Suffix: <input type="text"/>
* Title: <input type="text" value="Environmental Specialist"/>		* Email: <input type="text" value="lalbers@wichita.gov"/>
* Telephone Number: <input type="text" value="316-337-9262"/>		Fax Number: <input type="text" value="316-337-9266"/>
* Street1: <input type="text" value="WATER Center
101 E. Pawnee"/>		Street2: <input type="text"/>
* City: <input type="text" value="Wichita"/>		County: <input type="text" value="Sedgwick"/>
* State: <input type="text" value="KS: Kansas"/>		Province: <input type="text"/>
* Country: <input type="text" value="USA: UNITED STATES"/>		* Zip/Postal Code: <input type="text" value="67211"/>

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational

Version 01

9. * By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001)

** I Agree ☒

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

AUTHORIZED REPRESENTATIVE

Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Libby"/>	Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Albers"/>		Suffix: <input type="text"/>
* Title: <input type="text" value="Environmental Specialist"/>		* Email: <input type="text" value="lalbers@wichita.gov"/>
* Telephone Number: <input type="text" value="316-337-9262"/>		Fax Number: <input type="text" value="316-337-9266"/>
* Signature of Authorized Representative: <input type="text" value="Completed by Grants.gov upon submission."/>		* Date Signed: <input type="text" value="Completed by Grants.gov upon submission."/>

Authorized for Local Reproduction

Standard Form 424 Organization Short (04-2005)
Prescribed by OMB Circular A-102

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	<input type="text" value="ProgramInfo.pdf"/>	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15	<input type="text"/>	Add Attachment	Delete Attachment	View Attachment

Project Abstract

The Project Abstract must not exceed one page and must contain a summary of the proposed activity suitable for dissemination to the public. It should be a self-contained description of the project and should contain a statement of objectives and methods to be employed. It should be informative to other persons working in the same or related fields and insofar as possible understandable to a technically literate lay reader. This Abstract must not include any proprietary/confidential information.

* Please click the add attachment button to complete this entry.

Add Attachment

Delete Attachment

View Attachment



City of Wichita
City Council Meeting
October 28, 2008

TO: Mayor and City Council

SUBJECT: Aquifer Storage and Recovery Phase II – Prequalification of Bidders and Water Treatment Plant Request for Qualifications/Request for Proposals

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Authorize the selection of a team (engineer/contractor) to design and construct the Aquifer Storage and Recovery (ASR) Phase II Water Treatment Plant.

Background: Staff estimates that water demands will exceed the City's current water supply sometime between 2015 and 2020. On October 3, 2000, the City Council authorized projects to begin the development of new water supplies for the City. These projects will develop the water supplies the City needs through the year 2050. On July 10, 2007, City Council approved and instructed Staff to proceed with the projects for Phase II of the Equus Beds ASR. On June 24, 2008, City Council approved a Contract with CDM to complete a 30 -percent design of the ASR Phase II Water Treatment Plant.

Analysis: The ASR project is a critical component of the City's effort to assure that the City has adequate water supplies to meet the expected future demands. Staff projects 7-to-10 years will be required to recharge sufficient water to meet future demand. In order to construct Phase II and keep the project on an acceptable timeline, Staff recommends that the plant be constructed as a Design-Build project, rather than a Design-Bid-Build project. It is estimated that the Design-Build approach for project delivery will save at least one year on the completion of Phase II, which will accelerate the installation of Phases III and IV. Staff also recommends that the City have the option to include the River Intake and Raw Water Pipeline project components within this Design-Build project for the plant, if it is determined that the option will be the best method to coordinate final design between contractors during construction.

Charter Ordinance 111 requires that Design-Build projects be awarded on the basis of: "...lowest lump-sum fixed price, design concepts, experience of company or consortium of companies submitting proposals and upon other pertinent criteria that shall be set by the City Council prior to the acceptance of proposals." Staff recommends that the City Council set the criteria for selection of the Design-Build (DB) team on the basis of Charter Ordinance 111, plus the criteria outlined below and a prequalification of bidders. The final selection from the prequalified bidders would be:

1. Cost (65 points). The DB contractor's lump sum price proposal will be scored by the Staff Screening and Selection Committee (Committee) taking into account all costs within the proposal. The most competitive price proposals will receive higher scores.
2. Experience of DB Contractor (15 points). The DB contractor's proposed team including lead designer, project manager, construction superintendents, and primary subcontractors will be evaluated by the Committee for experience, expertise and reputation on similar work. Demonstrated safety record on construction will also be considered. The best qualified and committed teams will receive the higher scores.

3. Design Concepts (5 points). The DB contractors' proposals will be evaluated by the Committee for their planning, constructability, logistics, safety and sensitivity to surrounding properties. The Committee will evaluate the degree to which risks to the success of the project have been identified and addressed with reasonable solutions.
4. Proposed Construction Schedule (10 points). DB contractors will be asked to submit a proposed schedule for construction of the ASR water plant and optional elements. Schedules judged by the Committee to have the most reasonable short durations will receive the higher scores.
5. Cost Reduction Proposals (5 points). The DB contractors will be asked to submit proposals to alter the scope of the 30-percent design in order to achieve cost savings in capital or operation costs, while maintaining the over all goals and objectives of the ASR program. The Committee will evaluate those proposals.

In order to assure that proposals come only from companies, or consortiums of companies, with the ability to deliver quality, on-time projects, Staff recommends that the City Council adopt a Prequalification Resolution for bidders on the ASR projects. Charter Ordinance 198 (C) requires that the City Council adopt such a policy in advance of Requests for Proposals being issued. A Resolution that outlines the recommended prequalification requirements is attached.

When the selection process is complete, Staff will return to the City Council for approval of the proposed contract with the recommended DB contractor.

Financial Considerations: Staff estimates these improvements will cost approximately \$80 million. Funding for this project is included in Water Utilities CIP Project W-549, Water Supply Plan, which is for future water supply development.

Goal Impact: This project will ensure efficient infrastructure by providing reliable, compliant and secure utilities, and will assure that adequate water supplies are available in the future.

Legal Considerations: In accordance with Charter Ordinance 111, the City Council is required to approve the project as a Design-Build project before Requests for Proposals are sent. Further, Charter Ordinance 198 (C) requires the City Council to adopt a Prequalification Resolution for bidders when prequalification will be required. The Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the project as a design-build with the recommended selection criteria and process; 2) adopt the Prequalification Resolution; 3) authorize the Staff Screening and Selection Committee to seek requests for qualifications and proposals; and 4) authorize the necessary signatures.

Attachments: Resolution - ASR Projects Prequalification Criteria for Design-Build Teams

RESOLUTION No. 08-505

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA DECLARING THE
PREQUALIFICATION CRITERIA FOR DESIGN-BUILD TEAMS FOR PROJECTS IN THE AQUIFER
STORAGE AND RECOVERY PROGRAM.

WHEREAS, the City of Wichita ("City") regulates the building of public improvements under Charter Ordinance No. 198 of the Code of the City of Wichita and

WHEREAS, the City through its Water Utilities Department has undertaken projects to provide for the future supply of water for the City and

WHEREAS, such projects are of extraordinary importance to the future well-being of the City requiring special care and consideration in the selection of firms or businesses to perform the design and/or construction of such projects and

WHEREAS, the City desires to impose reasonable criteria for the prequalification of firms or businesses to bid on such projects and

WHEREAS, Charter Ordinance 198 (C) requires the City Council to adopt by resolution a pre-bid qualification policy;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA THAT:

1. The following prequalification criteria are established for any firm, business or group of firms or businesses wishing to submit a bid on a project or projects under the City's Aquifer Storage and Recovery Program:

- a. Technical ability, capacity, experience and skill of the firm, business or group of firms or businesses.
- b. Past experience of the firm, business or group of firms or businesses in successfully completing design-build projects of a similar size and complexity.
- c. Quality and/or performance of work provided on previous projects by the firm, business or group of firms or businesses.
- d. References and recommendations from former clients of the firm, business or groups of firms or businesses.
- e. Financial ability, sufficiency of resources, and bonding capacity of the firm, business or group of firms or businesses to undertake and complete the project.
- f. Organization and completeness of the Statement of Qualifications provided to the City by the firm, business or group of firms or businesses for the project.
- g. Other relevant information provided by the firm, business or group of firms or businesses for the project.
- h. Safety record and workplace safety emphasis documented by the firm, business or group of firms or businesses.

2. Prequalification shall be determined by a committee consisting of the Purchasing Manager, the City Engineer, the Director of Utilities, the City Attorney and the City's contracted Program Manager or their designees.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this date October 28, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
October 28, 2008**

TO: Mayor and City Council

SUBJECT: Professional Services Contract for Old Town Improvements (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the contract, authorize any necessary budget transfers and authorize all necessary signatures.

Background: Several years ago, the Old Town Association initiated a project to develop a landscape assessment and master plan for improvements within the Old Town district. Rice Foster Associates was selected to provide the professional services to develop the plan. To date, contracted work has been completed by Rice Foster Associates to assess existing conditions related to landscaping, irrigation, and trash dumpsters, as well as completion of preliminary plans and cost estimates related to landscaping/irrigation and identification of public art locations. All of these deliverables have been provided to City staff as required by the original contract.

The Old Town Tax Increment Financing Committee, which includes members of the Old Town Association along with City staff, has identified related improvements that complement the landscaping plan and address safety and security issues identified by the Police Department as part of their recent Crime Prevention Through Environmental Design assessment in Old Town.

The projects are:

- Electrical upgrades and fixture replacement to street light fixtures
- Security lighting and upgrades primarily in parking lots
- Enclosures to screen trash dumpster and recycling dumpsters
- Public art strategically placed throughout Old Town
- Hardscapes including parking lot repair/replacement, masonry repairs to planters and others
- Landscape and irrigation improvements

Subcommittees were developed for each of these items in order to spearhead the planning effort. Before the committees can move forward with planning and implementation, additional professional services are needed.

Analysis: These improvement projects impact the landscaping/irrigation master plan, and thus should be completed before the full implementation of that plan. Professional design and consultation services are required in order for the subcommittees to move forward with these identified improvement projects.

Rice Foster Associates, having already completed the master landscape plan for Old Town, subsequently prepared a proposal to provide design and consultation services for implementation of the above six projects. Professional services will include pre-design, site work, concept design, assistance with construction documents, and implementation consultation.

Financial Considerations: Funding in the amount of \$750,000 is available in the Old Town TIF budget, which was adopted by the City Council August 12, 2008. To facilitate the Old Town improvements, it is recommended that a capital project fund be established with a transfer of \$750,000 to this project account.

The costs of the Rice Foster and Associates contract will not exceed \$32,650 and will be paid from the project fund.

Goal Impact: Core Area and Neighborhoods. Approving the contract will allow for infrastructure improvements that ensure long-term stability and viability for Old Town. This project also impacts other strategic goals including Safe and Secure Community, Quality of Life, Infrastructure, and Economic Vitality and Affordable Living.

Legal Considerations: The contract has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the City Council approve the contract with Rice Foster Associates in an amount not to exceed \$36,250, approve the creation of the Old Town TIF project fund, authorize any necessary budget transfers, and authorize the necessary signatures.

Attachments: Contract with Rice Foster Associates

CONTRACT

for

Improvements at Old Town

THIS CONTRACT entered into this 21st day of October, 2008, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **RICE FOSTER ASSOCIATES**, 1415 E. Second Street, Wichita, KS 67214 Telephone Number (316) 262-4525 hereinafter called "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited a proposal for design services for the implementation of the six identified improvements from the Master Plan of Old Town in conjunction with the Old Town Merchants Association; and

WHEREAS, **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those services specified in its response to the Proposal dated September 30, 2008, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal dated September 30, 2008, shall be considered a part of this contract and is incorporated by reference herein. The six identified improvements from the Master Plan are as follows:

- Electrical Upgrades (Including Light Fixture Replacement)
- Security Lighting & Upgrades
- Waste Container Enclosures
- Public Art
- Hardscapes: Parking, walks, masonry repairs et. al.
- Landscape & Irrigation Improvements

All work on this contract is to be coordinated and approved through the City of Wichita Project Manager Lesa Lank. The Project Manager will sign off and receive all completed work products.

2. **Compensation.** **CITY** agrees to pay to **CONTRACTOR** for design work performed as per the hourly rates and estimated man hours per each improvement as per proposal with a not to exceed amount of \$36,250. for the design work of the six identified improvements for Old Town as per the Contractor's proposal of September

30, 2008 (EXHIBIT B) and as approved by the City Council on October 21, 2008. The Project Manager will approve all invoices submitted by **CONTRACTOR** with the man hours and cost per hour identified on the invoice.

3. **Term.** The term of this contract shall be for a two year period for completion of the identified improvements for Old Town as per the specified project timeline from the Project Manager. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$100,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$100,000 each occurrence \$500,000 each aggregate
---------------------------	---

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$100,000 each occurrence \$500,000 each aggregate
---	---

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$100,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$100,000 each accident
---	-------------------------

Employers Liability \$100,000 each accident

A. Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.

5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

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IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

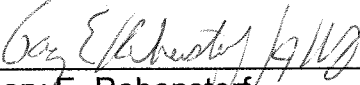
CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

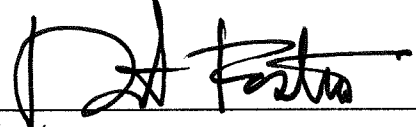
Carl G. Brewer
Mayor

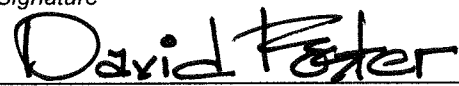
APPROVED AS TO FORM:


RICE FOSTER ASSOCIATES



Gary E. Rebenstorf
Director of Law



Signature


Print Name


Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor

reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B

September 30, 2008

Terry Cassady
City Hall
455 N. Main
Wichita, KS 67202

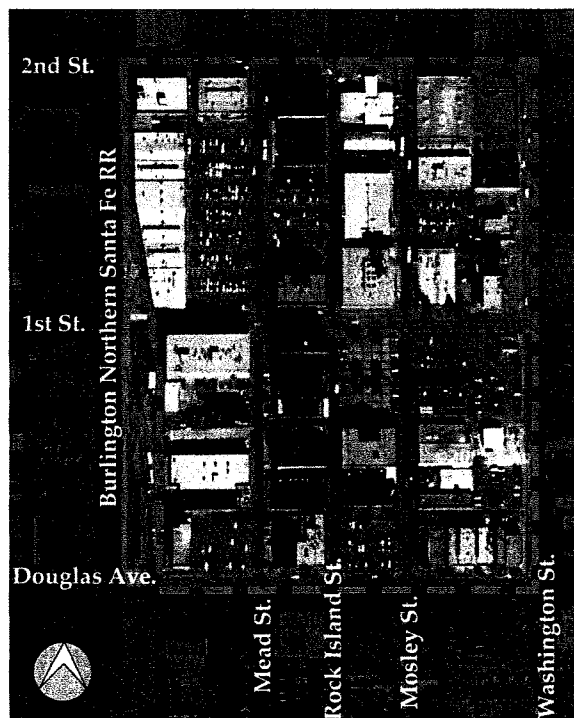


Re: Old Town TIF District - Fund 255
Proposal for Landscape Architectural Services

Background

The Old Town Merchants Association initiated a planning effort to develop a landscape assessment and improvement master plan within the Old Town district depicted in the aerial photo below. To date, the following work has been completed by Rice Foster Associates to assist the Association:

Site Assessment of Existing Landscape & Irrigation Conditions
Site Measuring for Landscape Improvement Planning
CAD Services for Preparation of Base Plan
Landscape Assessment & Improvement Plan for the Old Town District Report
Phase I - Landscape Removal & Rejuvenation Plan
Phase II - Landscape Improvement Plan
Cost Estimating of Landscape/Irrigation Improvements
Waste Containers Existing Conditions Plan
• Provide PDF files to City for Study
Potential Public Art Locations Plan (Initial Phase along Mosley)



Old Town District

The report document and plans prepared are available for review in folder "05005 Old Town Rice Foster files" at the following link: \\Area2\common\Transfer\CMO.

During the course of the work, it became evident that planning for other critical improvements within Old Town superseded implementation of landscape and irrigation improvements. Most of these improvements are within the TIF District budget for Fund 255.

At a meeting of the City of Wichita's Old Town Committee on September 10th, the following priorities to guide planning for improvements were identified:

- Electrical Upgrades (Including Light Fixture Replacement)
- Security Lighting & Upgrades
- Waste Container Enclosures
- Public Art
- Hardscapes: Parking, walks, masonry repairs et. al.
- Landscape & Irrigation Improvements

For each priority work item, subcommittee chairs were selected to spearhead the planning effort.

Rice Foster Associates was charged at the meeting to prepare a proposal for continuing services to provide design and consultation services for the projects.

The City 2009/2010 Annual Budget has expenditures of \$1,670,761 for these improvements. In addition, expenditures for historic plaques (\$27,500) and crosswalk/safety improvements (\$210,000) are budgeted.

Services

The following outline of services are anticipated to assist the subcommittees for project implementation.

A. Pre-Design

- Attend subcommittee meetings as requested.
- Provide graphic materials.

B. Site Work

- Detail site measuring of individual project locations.
- Verify existing utilities and equipment.

C. Concept Design

- Update existing site base plan as needed for project areas.
- Research project materials and products. Consult with staff to select for high quality and value.
- Consult w/ other City consultants, i.e. electrical, as directed by City.
- Prepare concept designs and sketches.
- Prepare preliminary cost estimates.
- Review concept plans with staff and/or subcommittees.
- Revise and transmit final concept plans.

D. Construction Documents

- Consult with staff on detail format and past detailing of similar projects.
- Prepare construction documents: layout plans, section and elevation views and specifications.
- Review construction documents with staff and/or subcommittees.
- Revise construction documents.

E. Bidding

- Compile bid documents and transmit to City for solicitation.
- Respond to bidder questions.
- Review bids as requested by City.

F. Implementation Consultation

- Attend TIF Committee meetings as requested.
- Meet w/ contractor(s) at start of work.
- Site visits to interpret plans and inspect work.
- Respond to questions from contractor(s) and staff.
- Prepare inspection reports.

Services will be targeted to meet the needs of each subcommittee. Services will only be provided as requested and directed by the City for each project(s).

Estimate of Man Hours

Work Items By Subcommittee	Man Hours
A. Electrical Upgrades (Including Light Fixture Replacement) Potential Projects: Consult for Electrical Upgrades Relative to Landscape & Hardscape Improvements Coordinate w/ City Staff and/or Electrical Consultant for preparation of Construction Documents	(32.0 to 48.0)
B. Security Lighting & Upgrades Potential Projects: Consult for Lighting Upgrades Relative to Landscape & Hardscape Improvements and CPTED Study Coordinate w/ City Staff and/or Electrical Consultant for preparation of Construction Documents	(28.0 to 40.0)
C. Waste Container Enclosures Potential Projects: Provide Graphics & Attend Meetings as Requested for Waste Enclosure Planning Concept Design for Enclosure Structures Revisions and Construction Documents for Enclosure Structures Implementation Services	(76.0 to 94.0)
D. Public Art Potential Projects: Complete Location Study along Mead Study Potential Art Locations along Rock Island Concept Design & Construction Documents for Artwork Bases & Lighting Implementation Services	(43.0 to 55.0)
E. Hardscapes: Parking, walks, masonry repairs et. al. Potential Projects: Site Analyses, Concept Design & Construction Documents for: Masonry Repairs, Entry & Boundary Monuments, Wayfinding Assist City w/ Planning & Documents for Pavement Repairs Implementation Services	(158 to 187)
F. Landscape & Irrigation Improvements Potential Projects: Revise & Update Current Landscape & Irrigation Improvement Plan Note: Estimate for landscape & irrigation improvements within TIF budget includes hardscape improvements of benches, monuments and waste container enclosures. Implementation Services	(86.0 to 110.0)

Actual work items and projects will be determined by the subcommittees.

Fees

A total of 423 to 534 man hours are estimated to assist the City with the work. Our estimated fee for services is \$28,150 to a not to exceed amount of \$36,250. The fee estimate includes an allowance of \$1500 for reimbursable expenses. Services shall not be provided above the not to exceed fee amount without approval by the City.

Services will be billed monthly at the hourly rates noted below. These rates will be in effect thru 2009 then revised to current rates for 2010. Reimbursable expenses of printing and reproduction, mileage and communications will be billed at a rate of 1.15 times the actual amount.

Rice Foster Associates - Schedule of Hourly Rates

Chief Landscape Architect	\$68.50 / Hr.
Graduate Architect	\$62.50 / Hr.
CAD Technician	\$50.00 / Hr.
Secretarial	\$42.50 / Hr.

If this proposal meets your approval, please sign and return one copy to me. We will follow up to complete a contract for landscape architectural services with the Purchasing Department.

Sincerely,
RICE FOSTER ASSOCIATES

Approved By:

David W. Foster, RLA, ASLA, APA
Chief Landscape Architect

Name

Date

City of Wichita
City Council Meeting
October 28, 2008

TO: Mayor and City Council

SUBJECT: Resolution for Issuance of Industrial Revenue Bonds (Hawker Beechcraft Corporation)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the resolution.

Background: Hawker Beechcraft has requested a multi-year letter of intent with Sedgwick County to issue Industrial Revenue Bonds (“IRBs”). The company plans to issue IRBs for expansion of their facilities over the next 5 years in an amount not to exceed \$500,000,000. Hawker Beechcraft has requested from the City a resolution approving the issuance by Sedgwick County.

Analysis: Sedgwick County has been issuing Industrial Revenue Bonds (“IRBs”) for Hawker Beechcraft for approximately 20 years. State law requires the cities located within 3 miles of the project approve the issuance of the bonds when the bonds are issued by counties. Hawker Beechcraft is located in an unincorporated area adjacent to the Wichita corporate limits.

Financial Considerations: There is no financial impact to the City through issuance of the bonds.

Goal Impact: Economic Vitality and Affordable Living. Supporting expansion of local companies and cooperation with local government entities encourages the creation of new jobs and capital investment.

Legal Considerations: The City Attorney’s Office has approved the resolution as to form.

Recommendation/Actions: It is recommended that the City Council approve the resolution approving the issuance of IRBs by Sedgwick County on behalf of Hawker Beechcraft Corporation and authorize the necessary signatures.

Attachments: Resolution

RESOLUTION NO. 08-506

A RESOLUTION APPROVING THE ISSUANCE BY SEDGWICK COUNTY, KANSAS OF INDUSTRIAL REVENUE BONDS TO FINANCE CERTAIN IMPROVEMENTS TO BE LEASED TO HAWKER BEECHCRAFT CORPORATION.

WHEREAS, cities and counties are authorized by K.S.A. 12-1740 to 12-1749d, inclusive, and K.S.A. 10-116a, all as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for said facilities, to issue revenue bonds for the purpose of paying the cost of any such facilities and to refund revenue bonds previously issued for such purposes; and

WHEREAS, Hawker Beechcraft Corporation (the "Company") has requested that Sedgwick County, Kansas (the "County") issue its industrial revenue bonds, pursuant to the Act, in one or more series in an aggregate principal amount of not to exceed \$500,000,000 (the "Bonds"), for the purpose of providing funds to pay the costs of improvements, machinery, tooling and equipment (the "Project") at the Company's existing manufacturing facility in Sedgwick County, Kansas; and

WHEREAS, the Project shall be leased by the County to the Company; and

WHEREAS, the Project is located in an unincorporated area of the County within three miles of the corporate limits of the City of Wichita, Kansas (the "City"); and

WHEREAS, the Act provides that it is necessary for the governing body of the City to approve the County's issuance of said Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. That the issuance of the Bonds by the County to pay the costs of the Project is hereby approved in accordance with the provisions of K.S.A. 12-1741b, as amended.

Section 2. That a copy of this Resolution shall be delivered to the County.

Section 3. That this Resolution shall be in full force and effect from and after its adoption by the governing body of the City.

ADOPTED by the governing body of the City of Wichita, Kansas this 28th day of October, 2008.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
October 28, 2008

TO: Mayor and City Council Members

SUBJECT: Budget Adjustment – State Office Building

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve budget adjustment in an amount not to exceed \$400,000 for utilities and other contractual expenses for the State Office Building. Additionally, increase revenue budget for rental income by \$638,860.

Background: The State Office Building and garage are maintained and managed by the Public Works Department, and are self-funded through the State Office Building Fund. Revenue is collected from rental of office space to the State of Kansas and fees for usage of the parking garage.

The City of Wichita entered into negotiations with the State of Kansas in 2007 regarding the maintenance of the State Office Building. A tentative agreement was reached, and in April 2008, responsibility for maintenance of the building transferred to the State. City of Wichita personnel were transferred to positions within the Public Works Department, and maintenance of the building was shifted to State of Kansas personnel.

The 2008 Revised Budget assumed that all maintenance and operations costs for the State Office Building for the final three quarters of 2008 would be borne by the State of Kansas. Additionally, the revenue budget was reduced to reflect the termination of rent payments from the State. However, the State of Kansas, though they began operating the building in April, has opted to have the City continue paying utilities. The State, in turn, is remitting rent payments to the City for these costs.

Analysis: Increasing the budget in an amount not to exceed \$400,000 for utilities and other contractual expenses will allow the State Office Building to meet obligations until the contract with the State of Kansas is ratified.

Financial Considerations: Funds for the transfer are available in the State Office Building Fund are available since State rental payments offset utility expenditures.

Goal Impact: This project addresses the Efficient Infrastructure by maintaining and optimizing public facilities and assets.

Legal Considerations: This budget is certified by the State of Kansas for 2008 at \$1,143,070. This proposed increase in the contractals budget will revise the budget to \$831,190, or less than the State certified limit.

Recommendations/Actions: Approve an increase to the 2008 Revised State Office Building Fund expenditure budget in an amount not to exceed \$400,000, and increase the revenue budget for rental income by \$638,860.

Attachments: None.

City of Wichita
City Council Meeting
October 28, 2008

TO: Mayor and City Council Members

SUBJECT: Purchase of GPS Survey Equipment (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the purchase of GPS equipment.

Background: Public Works-Engineering survey crews provide construction staking services necessary to construct and administer Capital Improvement Projects ranging from arterial street/bridge projects to infrastructure needed for new commercial and residential development. Efforts are underway to incorporate new technology that will help insure the accuracy of the survey stakes set in the field and improve customer service. To that end, global positioning system (GPS) base stations have been established at several locations that will allow for more accurate survey results. To allow staff to fully utilize this improved technology, mobile rover units are needed along with electronic data collectors. GPS units for two of Engineering's survey crews were acquired last year. This purchase will equip another two survey crews.

Analysis: The equipment to be acquired at this time is two GPS rovers and two data collectors that will be used in conjunction with current survey equipment.

Financial Considerations: The total purchase cost is \$54,830. Funding is included in the Public Works-Engineering 2008 operating budget. The equipment will be purchased from Laser Specialists.

Goal Impact: This project will support the Efficient Infrastructure Goal by providing improved survey and data collection for Capital Improvement Program projects.

Legal Considerations: Purchases over \$50,000 require City Council approval.

Recommendations/Actions: It is recommended that the City Council approve the purchase of GPS equipment.

Attachment: None.

Second Reading Ordinances for October 28, 2008: (First Read October 21, 2008)

Ordinance Amending the City of Wichita Electrical Code. (Title 19 of the Code of the City of Wichita)

ORDINANCE NO. 48- 102

An Ordinance amending Sections 19.08.010, 19.08.015, 19.08.020, 19.08.025, 19.08.030, 19.08.050, 19.08.150, 19.08.171, 19.12.010, 19.12.050, 19.12.060, 19.12.090, 19.12.100, 19.12.140, 19.12.150, 19.12.170, 19.12.180, 19.12.185, 19.12.190, 19.12.195, 19.12.200, 19.16.110, 19.22.090, 19.22.100, 19.22.110, 19.22.140, 19.22.190, 19.22.260 and 19.24.020 of the Code of the City of Wichita, Kansas; creating Sections 19.08.005, 19.12.085, 19.12.125, 19.12.135, 19.12.165, 19.12.175, 19.12.220, 19.22.085, 19.22.095, 19.22.195, and 19.22.290; of the code of the City of Wichita, Kansas, and repealing the originals of sections 19.08.010, 19.08.015, 19.08.020, 19.08.025, 19.08.030, 19.08.050, 19.08.060, 19.08.150, 19.08.171, 19.12.010, 19.12.040, 19.12.050, 19.12.060, 19.12.090, 19.12.100, 19.12.150, 19.12.170, 19.12.180, 19.12.185, 19.12.190, 19.12.195, 19.12.200, 19.16.110, 19.22.090, 19.22.100, 19.22.110, 19.22.140, 19.22.190, 19.22.260 and 19.24.020; all pertaining to the Electrical Code of the City of Wichita, Kansas.

Water Main Benefit Fee.

ORDINANCE NO. 48-103

An ordinance of the City of Wichita, Kansas, providing for the application of benefit fees received by the city from owners of property which benefit from certain water improvements initiated by petition pursuant to K.S.A. 12-6a04, as amended, all or a portion of the cost of which has been paid from either proceeds of water and sewer utility revenue bonds of the city or other available funds of the water and sewer utility of the city.

Improvement to West Street, between Maple and Central. (Districts IV & VI)

ORDINANCE NO. 48-104

An ordinance declaring West Street, between Douglas and central avenue (472-84761) to be a main trafficway within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

ZON2008-00044 – City zone change from TF-3 Two-family Residential (“TF-3”) to NR Neighborhood Retail (“NR”); generally located north and west of the intersection of Douglas Avenue and Meridian Avenue. (District VI)

ORDINANCE NO. 48-105

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

A08-12R Request by Jay W. Russell, of Heights, LLC, to annex land generally located east of Hillside Avenue, between 53rd Street North and 45th Street North, and isolated road segments. (Districts I, II, IV, V, and VI)

ORDINANCE NO. 48-106

An Ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the City of Wichita, Kansas. (A08-12)